

Community Forestry and Water Conservation Society
Manipur (CF&WCS-M)

REQUEST FOR PROPOSAL

Hiring services of consultants for Third Party Monitoring for Community-Based Sustainable Forest Management for Water Resource Conservation (COSFOM) Project, Manipur (Single envelope)

Contract Ref: PP2022/Third Party Monitoring/D2

Method of Procurement : QCBS One Stage - National Invitation

December 2025

BMZ Number 2015 70 340 (Accompanying Measure) and 2015 67 643 (Loan)

Date of Issue – 15th December 2025

Project Director

Community based Sustainable Forest Management for Water Resources Conservation, Manipur (COSFOM-M).

TENDER TITLE: Third Party Monitoring of Project implementation under COSFOM Forestry Measures

PP2022/Third Party Monitoring/D2

CONTRACT PERIOD : 6th March 2026-16th May 2026

DATE OF ISSUE : 15th December 2025

PRE-PROPOSAL MEETING : 9th February 2026,1:00 pm at the O/o the Project Director

CLOSING DATE : 16th February 2026 upto 5:00 pm

AWARD OF CONTRACT : 24th February 2026

COMMENCEMENT OF MISSION : 6th March 2026

SUBMISSION OF FINAL REPORT : 16th May 2026

Ref. doc:

- 1) KfW - Consulting Contract – small orders up to EUR 200,000 - December 2022
- 2) KfW - Guidelines for the Assignment of Consultants - July 2024

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SECTION 1 – LETTER OF INVITATION

Ref:

Date:

From:

Project Director

Community based Sustainable Forest Management for Water Resources Conservation,
Manipur

.....

To:

All Prospective Bidders

Attention: Mr/Ms

1. Project Director, Community based Sustainable Forest Management for Water Resources Conservation, Maipur invites proposals to provide the following consulting services:

Third Party Monitoring of Project implementation under COSFOM Forestry Measures

2. The Background Information and Terms of Reference for the Consulting services are provided in Section 5 of the Request for Proposal (RFP)
3. This RFP is available to all eligible prospective consulting firms.
4. A firm will be selected under **Quality cum Cost Based Selection (QCBS) Method** and procedures described in this RFP, in accordance with Kfw consultant guidelines .
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - CONDITIONS OF TENDER (including Special Conditions of Tender (SCT)).
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Declaration of Undertaking
 - Section 6 - Terms of Reference
 - Section 7 - Standard Contract Document
6. A Pre-proposal meeting will be held on the date notified in Notice Inviting Request for Proposals wherein all issues/clarifications sought by bidders were discussed and finalized. The deadline for receipt of proposals shall be on the date mentioned Notice Inviting Request for Proposals.
7. Community Forestry and Water Conservation Society-Manipur (CF&WCS-M) reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Yours sincerely,

Project Director

Community Forestry and Water Conservation Society-Manipur

Name : Mr. Longjam Joykumar

Designation : Project Director

**Address : First Floor, Room no: 203, Forest head Office, Sanjenthong, Imphal,
Manipur 795001**

Documents available on KfW's website www.kfw.de

Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries
Standard Consulting Contract Model

SECTION 2 - CONDITIONS OF TENDER (INCLUDING SPECIAL CONDITIONS OF TENDER (SCT)).

1 CHAPTER – 1 - TENDER PROCEDURE

1.01 General

The rules of the present Tender are in accordance with the “KfW Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries.” These Conditions of Tender contain the General Conditions (Chapter 1 including 6) and the Special Conditions of Tender (SCT) for this particular tender (Chapter 7). The Special Conditions of Tender are referred to in the text by “⇒SCT” and summarised in Chapter 7.

Bidders are advised to thoroughly study both the General and the Special Conditions to avoid downgrading or rejection.

1.02 Project Executing Agency

The Project Executing Agency subsequently called PEA is indicated in the ⇒SCT.

1.03 Presentation of Tender

The Tender should be submitted in one sealed package containing two clearly marked separate and also sealed envelopes: one with “Eligibility proposal & Technical Proposal” and the other with “Financial Proposal”. If financial information is included in the Technical Proposal, the Tender shall be rejected.

The package shall display the following information:

- the name of the institution and the address where Tenders have to be sent to;
- the title of the call for Tenders such as indicated in the invitation letter;
- the Tenderer’s name;
- the following words clearly visible: “Call for Tenders – Not to be opened by the Postal Service”.

1.04 Language of the Tender

The technical and financial proposals as well as all communication related to the present Tender shall be prepared in the language indicated in the ⇒SCT.

1.05 Submission of Tender

Tenders should be sent in one (1) clearly marked and signed original and one (1) copy or delivered in person, against confirmation of receipt, to the address indicated in the ⇒SCT.

The deadline for receipt of Tenders is specified in the ⇒SCT. All Tenders received after that deadline will be rejected automatically without being evaluated.

1.06 Validity Period of Tenders

Unless otherwise stated in the ⇒SCT the period of validity of the Tenders counted from the deadline for receipt of Tenders is 180 days.

1.07 Information Visit to Site and Pre-Bid Meeting

Tenderers are invited to carry out an information visit to the site in order to familiarise themselves with the local conditions relevant for the execution of the services to be provided. Interviews may be arranged with the PEA. Tenderers shall contact the addresses indicated in the ⇒SCT in due time before the visit to announce themselves and to allow for appropriate arrangements.

A pre-bid meeting and a common information visit for all Tenderers are scheduled at the dates and places indicated in the ⇒SCT.

It is understood that all information visits to the site are at the Tenderer's own expense and risk.

1.08 Request for Additional Information

Any question, communication or requests for additional information concerning this call for Tenders are only permitted in writing (email) and up to two (2) weeks before the deadline for the submission of the proposals. Such requests are to be sent to the address indicated in the ⇒SCT. If any clarification of the call for Tenders proves necessary, the answers will be communicated simultaneously in writing to all Tenderers.

1.09 Amendments to the Tender Dossier

Any change made to the Tender dossier during the Tender period by the PEA will be communicated forthwith in writing to all prospective Tenderers who have been provided with the Tender documents, together with notice of any extension of the Tender period which the PEA in accordance with KfW may consider necessary to enable Tenderers to take account of such a change.

1.10 Association

Pre-selected Consultants/Consortia may form an association with other pre-selected Consultants/Consortia only with the prior approval of the PEA and KfW. Any substantial amendments to the composition of a pre-selected Consultant or the association of an additional or new partner must be justified by the Tenderer and be approved by the PEA and KfW. Otherwise, the PEA and KfW reserve the right to exclude the applicant from the Tender procedure. The Tenderer shall present his request not later than two (2) weeks before submission date.

1.11 Eligible Consultants – Eligibility Condition

Eligibility Criteria for participating consultant is indicated in the ⇒SCT

The top 5 consultants will be shortlisted based on the evaluation of eligibility criteria for technical evaluation.

2 CHAPTER – 2 - CONTENTS OF THE TENDER

2.01 Technical Proposal

Unless otherwise stipulated in the ⇒SCT the technical proposal shall contain:

a) Critical Analysis of Project Objectives and Terms of Reference (TOR)

The Tenderer is explicitly encouraged to present a detailed critical analysis and the Tenderer's interpretation of the project's objectives and the TOR. This might encompass critical comments and doubts about the suitability, consistency and feasibility of individual aspects and the concept as a whole, if any. The methodology suggested must take constructive account of these.

b) Proposed Concept and Methods

This section will contain:

- Conceptual and methodological approach proposed to carry out the services. In this context, the Tenderer is explicitly encouraged not to repeat the TOR but to show the suitability of his concept in regard to the TOR and his comments made on these;
- A working programme (bar chart) showing clearly the different project phases as well as the main tasks planned, their duration and their interactions. The chart shall also include milestones, deadlines for discussions, decisions and submission of reports;
- A staff assignment matrix clearly showing the proposed team of experts, backstopping and supporting staff and the activities for which they will be assigned.
- A staffing schedule clearly showing times and places of effective assignment for each professional. The chart shall be completed or accompanied by a table stating the responsibilities and precise periods of duty for each professional by places of assignment. These periods shall be broken down to each project phase. In this table the assignment of expatriate and local staff will be treated separately. The Tenderer is encouraged to include junior staff in his team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Tenderer has to describe how the execution and co-operation between site and home office staff is assured;
- A statement of work organisation and an organisation chart showing the Tenderer's (association's) internal organisation as well as the interactions with the PEA and KfW as well as with other stakeholders. Responsibilities within the project team have to be defined;
- Envisaged back-up services by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work;
- Procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the PEA and KfW. Plain reference to ISO 9001 is not considered to be adequate;
- Planned logistics and facilities for the execution of the services.

The Tenderer is invited to comment those items of the above mentioned fields that require additional explanation. The texts and information should be compiled and presented in a way that is related to the project. Tenderers shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred.

c) Key Staff

The Tenderer shall provide a detailed description of tasks to be performed by each team member (including back-up staff in the home office) as well as details on the selection and experience of the proposed members with regard to their tasks.

Furthermore, the Tenderer shall provide updated curricula vitae (CV) of the proposed key staff and professional support staff according to the model given in **FORM TECH-6 - Presentation of Curricula Vitae & Presentation of Staff Characteristics**. Key staff should have adequate education, professional experience and experience in the region. Unless stipulated otherwise in the ⇒SCT, region includes the country and neighbouring countries with similar political, socio-economic and cultural conditions. It is particularly expected that key staff has project- and job/post-related experience and has completed similar tasks in similar projects of similar magnitude and with international financing. The CV shall indicate whether the proposed staff member is part of the Tenderer's permanent personnel or not. To support transparency and for ease of evaluation the Tenderer has to summarise the essential data of proposed key staff according to the Table in **FORM TECH-6 - Presentation of Curricula Vitae & Presentation of Staff Characteristics**. In case of ambiguities the CV prevails. Key staff presented in the Tenderer's proposal may not be replaced without the prior approval of the PEA and KfW. The Tenderer shall only replace staff with a person of equal or better qualification.

d) Sub-contractors

The Tenderer will clearly specify the services to be carried out by sub-contractors other than those being part of the Consultant/Association. This basically includes all additional services. He shall indicate the firms to whom he intends to sub-contract such services.

e) Declarations

The Tenderer shall provide the following declarations issued after the date of the invitation letter:

- Declaration of association duly signed by all partners and specifying clearly the type of association and the lead firm. Sub-contractors also need to submit a declaration of association.
- Declaration of affiliations (no conflict of interest): In a duly signed declaration, the Tenderer has to reveal any links with other firms which may present a conflict of interest in providing the envisaged services. He must give a binding declaration that, should he be awarded the contract, the firms with which he is associated will not intend to take part in the project in any form. For an association, all members must provide this declaration. Sub-contractors do not need to submit the declaration.
- Declaration of undertaking: A duly signed declaration pursuant to **Section 5 - Declaration of Undertaking** shall be included (one separate declaration for each member in case of an association). Sub-contractors do not need to submit a declaration of undertaking.
- Eligibility and technical which needs to be filled are indicated in GCT 2.01

2.02 Financial Proposal

Based on the quantities of staff and other services the Tenderer will submit a Financial Proposal. All rates will be in the currency indicated in the ⇒SCT. In the case of construction supervision or training projects the Tenderer shall assume a contract period as indicated in the ⇒SCT for the purpose of a fair evaluation and comparison of the staff input and related costs. For contributions of the PEA related to d) – h) below refer to 4.04 and to the ⇒SCT.

The Financial Proposal shall contain the following information and be structured as detailed in Annex E.

a) Cost of Personnel for international and local/regional staff including monthly home office rate, including salary, social charges and overhead cost, bonus, vacation and sick leave, home office cost, all medical examinations, professional training, back-up services from home office (professional, personal and administrative), cost of IT equipment, company's professional insurance, risk and profit.

b) Allowance and accommodation for expatriates (hotel rent or provision of flat/house with provision of furniture and equipment through rent or purchase) and, if necessary, for local staff (per month).

c) International Travel Cost contain

- international air fares, including complementary travel cost (e.g. transfer cost to and from airports, visa, airport tax, excess baggage and / or air freight, medical expenses, visa, etc.) as a lump sum item per round trip.
- air fares for inspection flights, if any

d) Cost for Local Transport contain

- lease or rent of project vehicles or depreciation cost of vehicles owned by the Tenderer as lump sum item per month of operation (for acquisition of vehicles under the project budget and the related procedures refer to item g) hereunder);
- running cost of own or leased/rented vehicles as a monthly lump sum item per car including gasoline, oil, tires and other consumables, all risk insurance, maintenance and repair costs as well as costs for driver. Private use of official vehicles during off-duty time (if allowed) has to be specified in the Financial Proposal and a deduction of 20 % on the running cost has to be accounted for;
- cost for local air, road and rail travel, if any, as a lump sum item;
- taxi costs for local transport demand peaks.

e) Cost for the Local Project Office shall be offered as monthly lump sums, consisting of

- office rent
- office operation cost (include cleaning, electricity, water, heating, air conditioning, insurance, telecommunication, international and local freight, etc. and all office consumables).

f) Production of Reports shall be offered as lump sum item per copy of a specific report covering costs for report production (including freight and local distribution) as specified in the TOR or in the Technical Proposal. The cost of progress photographs, whether specifically taken and used for the reports or not, are included in the relevant lump sum item as well.

g) Procurement of equipment: The Financial Proposal shall include procurement of all office and work equipment like vehicles (other than leased/rented or owned by the Tenderer), furniture, appliances, survey, measuring and test instruments etc., which the Tenderer deems necessary for the execution of the project and which, after termination of his services, will be handed over to the PEA taking into account normal wear and tear under the operational conditions of the project. The respective cost shall be included as lump sum item. No handling charges will be accepted.

Note: Procurement of goods and services for the project implementation through a disposition fund or otherwise has to be managed and controlled through inclusion of qualified and adequate staff in the team.

h) Miscellaneous costs include all expenses that might not be covered by the above categories. These costs should be expressed as lump sum items (preferably) otherwise they will be reimbursed in the currency as occurred upon presentation of documentary evidence. The following examples may fall under miscellaneous costs:

- additional services in accordance with Art. 2.01-d;
- acquisition of town maps, aerial photographs, satellite images;
- rental of project equipment (e.g. for geophysical surveys);
- topographical and soil surveys for sites and pipeline alignments;
- workshop/factory inspection cost;

- preparation and management of workshops and seminars;
- other budgets/provisional sums for various items, services or other expenses as already indicated in the model of statement of costs – if any.

Unless otherwise stated in the ⇒SCT taxes have to be indicated separately in the Financial Proposal.

Unless otherwise stated in the ⇒SCT no other cost items except those stated above will be accepted in the Financial Proposal and considered for payment. If the Tenderer considers an important cost component not covered by the above instructions, he may ask permission to include such item. Such a request shall reach the PEA and KfW not later than three (3) weeks before the submission date. The result will be communicated as a circular letter to all Tenderers.

3 CHAPTER – 3 - PAYMENT CONDITIONS

3.01 Currency

All payments will be made in the currency (currencies) indicated in the ⇨SCT.

3.02 Taxes and Duties

Unless otherwise stated in the ⇨SCT the Tenderer shall prepare his offer under the assumption that he and his foreign staff shall be exempted from all taxes, duties, levies and other charges as stipulated in the Standard Consulting Contract of KfW.

3.03 Price Adaptation

Unless otherwise indicated in the ⇨SCT all unit and lump sum rates presented in the Financial Proposal, with the exception of reimbursables, shall be considered fixed for a period of two (2) years from the end of the validity period. For services beyond that date, price adjustment will be accepted applying the following escalation formula:

$$P_n = P_o * (0.15 + 0.85 * I_n / I_o)$$

P_n = new revised price

P_o = original price

I_n = new index of the month the respective services are rendered

I_o = original index of the month the validity expires

Price adjustment will be calculated using the index stipulated in the ⇨SCT.

3.04 Terms of Payment

The Tenderer shall assume for the preparation of his Financial Proposal that payments will be made in the following sequence:

Advance Payment: After signing of the contract the Consultant may claim an advance payment as stipulated in the ⇨SCT. If the advance payment exceeds 150,000 EUR or 15 % of the total costs, an advance payment guarantee for the total amount as per attached model (**Annex F**) is required. The advance payment has to be reimbursed during the first 2/3 of the completion period. The guarantee can be reduced accordingly.

Final Payment: The balance of 90% after acceptance of the Final Report by PEA and KfW and submission of the final invoice.

If the Tenderer requests changes in the disbursement schedule, he has to justify such a request adequately in his Proposal as an option. He may also make suitable and justified proposals for the conversion of reimbursable items to lump sums based on fixed rates. The final procedures and terms of payment will be defined during contract negotiations.

Unless otherwise stipulated in the Standard Consulting Contract or ⇨ SCT all invoices for interim and final payments including the corresponding report have to be approved by the PEA.

Special payment or invoicing conditions – if any – are indicated in the ⇨SCT.

3.05 Guarantees

Unless otherwise stated in the ⇨SCT neither a tender guarantee nor a performance guarantee is required.

4 CHAPTER – 4 - ORGANISATION OF SERVICES

4.01 Project Duration

The duration of the project from commencement of services until presentation of the draft final report is indicated in the ⇒SCT. Approval periods for review and comments by PEA and KfW are indicated in the ⇒SCT. These are included in the project completion period.

4.02 Services Required

The services must satisfy in all respects the requirements laid down in the Terms of Reference (TOR) given in Section 6 - Terms of Reference which will be part of the Consulting Contract. The preparation of the Tenderer's proposal includes a critical verification of these services and, if necessary, their completion or modification according to the Tenderer's own assessment of the local situation and his professional experience in order to achieve the set project objectives. In this context, the local standards and laws will be respected.

4.03 Performance of Services

The Consultant shall co-ordinate all his activities with the project co-ordinator designated by the PEA. All official communications to the PEA concerning the project are to be addressed simultaneously to KfW.

Unless stipulated otherwise in the ⇒SCT the Consultant will render his services in the project country. He will integrate the staff of the PEA as much as possible in his daily work in order to ensure a maximum of know-how transfer. In case services are to be performed outside the project country, the Tenderer shall submit detailed proposals in his technical offer.

4.04 Contribution of PEA

The Tenderer will take into account in his financial proposal that the PEA will

- provide the Tenderer with all the information, data, documents, documentation, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project;
- ensure that the Tenderer has all the necessary permits to obtain further information (see above);
- support the Tenderer in obtaining all the necessary working permits, residence permits and import licences;
- provide other contributions as stipulated in the ⇒SCT.

5 CHAPTER – 5 - TENDER EVALUATION

5.01 General

The selection of the Consulting firm for the execution of services will be made in accordance with the KfW's latest "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries". The applicable version of the KfW Guidelines can be downloaded from KfW's website www.kfw.de.

5.02 Technical Proposal

Only the envelope with the Eligibility proposal & Technical Proposals cum eligibility will be opened on the submission date. Financial Proposals will remain sealed until the technical evaluation is completed.

The quality of each technical proposal will be evaluated on a scale of 0 to 100 points, according to the criteria given in the ⇒SCT, which will be examined in accordance with the requirements as indicated in the Terms of Reference.

If there are minor omissions in relation to the TOR points will be deducted. Omissions that restrict comparison with other bids, and disrespect of the proposed structure and content of the proposal may lead to the <exclusion of the applicant.

5.03 Financial Proposal

After evaluation of the Technical Proposal, the Financial Proposals of those Tenderers will be opened whose technical Proposal achieved a minimum of 75%.

After correcting any arithmetical errors, the price quotations will be assessed using the total price (not including customs and excise duties, taxes, levies and other charges in the project country). Reimbursables can be adjusted for the purposes of the assessment or excluded from the assessment, if this is the only way to make price quotations comparable. Optional offers of services will only be included in the assessment of price quotations if all bidders were requested to submit such offers in accordance with the terms of the invitation to tender. Any items missing in individual offers but necessary will be added. This will be done on the basis of the highest price of the corresponding cost item of the other Tenderers.

If foreign and local currencies are accepted (see ⇒SCT) local costs will be converted to Euro at the exchange rate of the submission date and that total cost will be used for the financial evaluation.

5.04 Final Evaluation

For the purpose of a combined evaluation the Technical Proposal of a Tenderer will be weighted 70% as follows:

$$P_T = 70 * T/T_o, \text{ with}$$

P_T = attributed score for Technical Proposal,

T = Tenderer's score in the technical evaluation,

T_o = highest 'technical' score of all Tenderers.

Unless otherwise stipulated in the ⇒SCT the Financial Proposal of a Tenderer will be weighted 30 % as follows:

$$P_F = 30 * C_o/C, \text{ with}$$

P_F = attributed score for the Financial Proposal (points),

C = Tenderer's corrected price of the Financial Proposal,

C_o = lowest corrected Financial Proposal.

The total score of the Tender is

$$P = P_F + P_T.$$

The Tenderer who submitted the proposal with the highest total score will be invited for contract negotiations. The negotiations will clarify the work and methods to be used and any necessary staffing schedule adjustments. Fees and unit prices for incidental costs and services that were to be offered on a lump-sum basis pursuant to the Conditions of Tender are, in principle, not subject to negotiation as they were already taken into account in assessing the Financial Proposal. If the negotiations with the Tenderer having the highest score will not be successful, negotiations with the Tenderer placed next will be undertaken until an agreement will be reached.

5.05 Consulting Contract

The Technical and Financial Proposals of the successful Tenderer will become part of the Contract to be concluded. PEA and KfW, however, reserve the right to negotiate and adapt those parts of the Tenderer's proposal which are considered inadequate with the requirements of the work.

After receipt of KfW's approval, the Contract with the selected Tenderer will come into force upon signing by the Tenderer and the PEA and achievement of effectiveness of the Project funding.

6 CHAPTER – 6 - OTHER

6.01 Unsuccessful Tenderers

After the evaluation of the Technical Proposals the PEA will inform in writing those Tenderers that have not achieved the minimum required score. Their Financial Proposals will be returned unopened.

After the conclusion of the negotiations and receipt of KfW's consent to the negotiated Contract, the remaining Tenderers will be informed in writing by the PEA about the rejection of their proposals.

6.02 Cancellation of Tender

The tender procedure may be cancelled, prior to awarding the Contract, without thereby incurring any liability to the Tenderers, and notwithstanding the stage in the procedures leading to the conclusion of the Contract, if

- there was no adequate competition;
- none of the bids for services achieved the required minimum number of points;
- fundamental technical or financial aspects on which the invitation to tender was based have changed significantly prior to award of the contract; or
- the price quotations are obviously and clearly excessive. In that case, the alternative is either to hold a new tender procedure, with or without prequalification, or to commence negotiations on the price with the bidder who came first.

In the event of cancellation of the Tender procedure, Tenderers shall be notified thereof by the PEA. Such Tenderers shall not be entitled to compensation.

6.03 Other conditions

Other tender conditions or constraints, if any, are indicated in the ⇒SCT.

7 CHAPTER – 7 - SPECIAL CONDITIONS OF TENDER (SCT)

GCT 1.01	The rules of the present Tender are in accordance with the “KfW Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries - August 2016 ”
GCT 1.02	Project Executing Agency (PEA) is the: Community Forestry and Water Conservation Society-Manipur (CF&WCS-M), Manipur Forest Department(MFD), Government of Manipur.
GCT 1.04	The language of the proposal and of all communication is English.
GCT 1.05	- Address for Receipt of Proposal: The Project Director, Community Forestry and Water Conservation Society-Manipur (CF&WCS-M) Forest Headquarters, Sanjenthong Imphal – 795001. Manipur. India. Phone:+91-385-2450165 Fax:+91-385-2452504 - Deadline for receipt of Tenders: 16th February 2026.
GCT 1.06	Bid validity is 180 days.
GCT 1.07	Address for Pre Bid: Main Conference Hall Address: Forest Headquarters, Sanjenthong Imphal – 795001. Manipur. India. Date & Time for pre bid meeting: 1:00 pm on 9th February 2026
GCT 1.08	Requests for additional information shall be sent via e-mail to the following address : The Project Director, Community Forestry and Water Conservation Society-Manipur (CF&WCS-M) Forest Headquarters, Sanjenthong, Imphal – 795001. Manipur. India. Phone:+91-385-2450165, Mobile : +91 7085 739 851 (Siba Veimy , Administrative Officer) Fax:+91-385-2452504 and email : cosfom.ao@gmail.com COSFOM will answer, if necessary, latest by 10 Days before the date of submission of tender.

1.10	Pre selected association with other Pre selected consultant / consortia - Not Applicable
1.11	Eligibility Condition Fill Form Eli-1 Eligibility Criteria for participating Consultancy Firm: a) The Consultancy Firm should be registered under any Statute in India and have GST and PAN [To provide all Certificate of Registration including certificate of incorporation]. b) Average annual turnover of the bidder for the last three financial years ending on 31st March 2025 should be equal to or greater than Rs.75 Lakhs. [To provide copies of audited Financial Statements for all the 3 years]. c) Consultancy Firm should have been in operation in India. The firm must have at least 5 years of experience in consultancy. d) Consultancy Firm should have an experience of conducting Monitoring for community-based forestry or natural regeneration or social or agricultural or afforestation projects or environmental projects at the national or international level of atleast two assignment of value Rs 25 Lakhs in the last 5 years. e) Submission of a "Declaration of Undertaking" by the bidder signed with legal effect pursuant to Section 5 of the bid document.
GCT 2.01	Regional countries are: Nepal, Srilanka, Burma, Bhutan, Bangladesh, Pakistan, Maldives. Eli – 1 - Eligibility Form (For eligibility evaluation) <u>For Technical Proposal:-</u> Tech 1 – Technical Proposal Submission Form Tech 2 - Consultant's Organization and Experience Tech 3 - Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client Tech 4 - Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference Tech 5 - Work Schedule and planning for deliverables Tech 6A - Team Composition, Assignment, and Key Experts' inputs & Tech 6B - Presentation of Curricula Vitae & Presentation of Staff Characteristics Proposed position in the project
GCT 2.02	Fin 1 - Financial Proposal Submission Form Fin 2 - <i>Model for Financial Proposal – Cost Break-down</i>
GCT 3.01	The currency of the proposal shall be Indian Rupees INR.
GCT 3.02	Indirect Taxes on the services will be levied as per indian law. GST will be levied.

GCT 3.03	Not applicable.			
GCT 3.04	Terms of Payment: (lumpsum of contract value)			
	Sl.No	Key Deliverable	Timeline	Payment Schedule
	1	Inception Report, with approach and methodology for the assignment	End of 7 days*	10%
	2	Final report	End of 70 days	90%
	The above payment terms are indicative, if required, will be modified as per the specific contract requirement at the time of Negotiation. Advance will only be Paid against bid security.			
GCT 4.01	The Service duration from the date of commencement of services is estimated at Two months.			
GCT 4.01	Approval periods for review and comments by PEA and KfW - 30 Days			
GCT 4.03	Consultant will render his services in the State of Manipur.			
GCT 4.04	Contribution by PEA : 1) PEA will provide logistic arrangements for the consultants. However, cost of local travels etc. shall be borne by the Consultant. 2) PEA will arrange , if required, security escorts as allowed by the Government for carrying out such surveys. 3) PEA may, if requested by the consultant, provide Project staff to accompany the consultants on a need basis. 4) Provide office space while working in the project office 5) Any other support on mutual agreement.			
GCT 5.02	GCT 5.02 (a) Technical criteria ranking - Only qualifying no grading criteria <u>Eligibility & Technical Evaluation:</u> The eligibility checks will be done as per para GCT 1.11. 1) The agency which qualifies the eligibility will be ranked based on the Ranking parameter given below GCT 5.02 (a) Ranking. 2) Only those bidders will be selected for Technical assessment who will qualify in eligibility criteria. 3) The technical evaluation will be made using criteria at GCT 5.02 (b) Technical Assessment. 4) The marks obtained in Technical Assessment will be used for final evaluation as per GCT 5.04. GCT 5.02 (b) Technical Assessment The Technical assessment of the bids for services will be based on the following criteria:			

Criteria		Points	Total Points
1	Experience in implementing similar projects <i>Description of the key features, reference projects shall demonstrate in order to be considered similar to the assignment.</i> <i>Working similar experience</i> <i>Experience upto 7 years – 5</i> <i>Experience upto 10 years – 10</i> <i>Experience above 10 years – 15</i>	15	15
2	Concept and methods		35
2.1	Clarity and completeness of the bid	5	
2.2	Critical analysis of the project objective and the terms of reference	10	
2.3	Proposed concept and method, including the programme of work, the staffing schedule and monitoring and coordination mechanisms	20	
3	Key experts Qualifications of definitely assigned personnel { consultancy specific } (details of CV evaluation detailed below)		50
3.1	Team Leader	20	
3.2	Expert 1	15	
3.3	Expert 2	15	
Total		100	100

Details of CV evaluation

Key Experts' qualifications and competence for the Assignment:

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

- 1) General qualifications (general education, training, and experience): [30%]
- 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : [60%]

	3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): [10 %] Total weight: 100%
--	--

SECTION 3 - TECHNICAL PROPOSAL - STANDARD FORMS

Checklist of Required Forms – Page limit for each form is given, bidders may be penalised for exceeding the limit of page

Required	FORM	DESCRIPTION	Page Limit
√	Eli – 1	Eligibility Form	Fill the form and attach supporting documents
√	TECH-1	Technical Proposal Submission Form.	1 page – form Attached
√	TECH-1 Attachment	Proof of legal status and eligibility	1 page – form Attached
“√” If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	2 page
“√” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	1 Page
TECH-2 - Consultant's Organization and Experience.			
√	TECH-2A	A. Consultant's Organization	2
√	TECH-2B	B. Consultant's Experience	20
TECH-3 - Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.			
√	TECH-3A	A. On the Terms of Reference	1 Page
√	TECH-3B	B. On the Counterpart Staff and Facilities	1 Page
√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	10 Page
√	TECH-5	Work Schedule and Planning for Deliverables	2 Page
√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	5 Page + Page required in CV Each CV should not be more than 7 page

FORM ELI-1 - ELIGIBILITY FORM

SN.		INFORMATION REQUIRED	DOCUMENTS REQUIRED & IDENTIFI- CATION
a	The Consultancy Firm should be registered under any Statute in India and have Service Tax Registration and PAN [To provide all Certificate of Registration including certificate of incorporation].	Registraion No GST No. Pan No.....	Certified copy of documents Mark as Serial Number-1
b	Average annual turnover of the bidder for the last three financial years ending on 31st March 2025 should be equal to or greater than Rs.75 Lakhs. [To provide copies of audited Financial Statements for all the 3 years].	<u>Turn over</u> 2022-23 Rs 2023- 24 Rs 2024-25 Rs..... Average Rs.....	Audited financial statement and certificate from chartered accountant. Mark as SN- 2
c	Consultancy Firm should have been in operation in India.The firm must have at least 5 years of experience in consultancy.		Mark as SN-3
d	Consultancy Firm should have an experience of conducting Monitoring for community-based forestry or natural regeneration or social or agricultural or afforestation projects.or environmental projects at the national or international level of atleast two assignment of value Rs 25 Lakhs in the last 5 years.	Name of clients worked for in different years Information to be furnished in Tech 2(b)	Working certificates from clients / work order / other documents which justifies the claim Mark as SN-4
e	Submission of a “Declaration of Undertaking” by the bidder signed with legal effect pursuant to Section 5 - Declaration of Undertaking of the bid document.	Sign & Submit - Section 5 - Declaration of Undertaking -----	

FORM TECH-1 - TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Project Director

Community Forestry and Water Conservation Society-Manipur

Address: Room No. 203, Forest head Office, Sanjenthong, Imphal, Manipur 795001

Email : joykumarifs@gmail.com

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. **Method of Procurement : QCBS One Stage - National Invitation** “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and country of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the GCT Clause 1.06
- (c) We have no conflict of interest in accordance with clause 2.01 (e) of Chapter 2 content of the tender
- (d) We meet the eligibility requirements as stated in tender document.

- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment
- (f) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for only in exceptional urgency reasons and substitution may lead to the termination of Contract negotiations & Key staff presented in the Tenderer's proposal shall not be replaced without the prior approval of the PEA and KfW. The Tenderer shall only replace staff with a person of equal or better qualification.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the India.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than 15 days of signing the contract.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 - CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership¹.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 5 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

¹ Beneficial ownership shows all owners and major shareholders of the company, including any person or entity who enjoys the benefit of ownership including, but not limited to power of control and influence of the business transactions, receiving dividends or profit share. This includes direct or indirect ownership of the company (e.g. ownership by close relatives).

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (<i>in Rupees</i>) Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of”: designed master plan for rationalization of.....; }			{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}			{e.g., sole Consultant}

FORM TECH-3 - COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 - DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE.

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.} Work plan should be detailed yearwise 2020 to 2024.
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5 - WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Weeks											
		1	2	3	4	5	6	7	8	9		n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) inception report												
	2) data collection												
	3) drafting												
	4) incorporating comments												
	5)												
	6) delivery of final report to Client}												

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6A - TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name, Nationality and DOB	Total time-input (in Months/weeks/days)						
		Position		D-1		Home	Field	Total
KEY EXPERTS								
K-1	{e.g., Mr. Abbbb, PAK, 31.08.1990}	[Team Leader]	[Home]	[2 month]				
			[Field]	[0.5 m]				
K-2	e.g., Mr. Xxyyyy, USA, 19.02.1996}							
K-3								
n								
NON-KEY EXPERTS								
N-1			[Home]					

			[Field]						
N-2									

- 1 For Key Experts, the input should be indicated individually for the same positions as required in TOR
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence, at Client’s request.

 Full time input
 Part time input

FORM TECH-6B - Presentation of Curricula Vitae & Presentation of Staff Characteristics

Proposed position in the project:

The comprehensive Curricula Vitae of the definitely assigned personnel shall be presented in the form as shown below (EU-Format):

- | | |
|-------------------|-----------------|
| 1. Family name: | 2. First names: |
| 3. Date of birth: | 4. Nationality: |
| 5. Civil status: | |
| 6. Education: | |

Institution	
Date: from (month/year) to (month/year)	
Degree(s) or Diploma(s) obtained	

7. Language skills, mark 1 (worst) to 5 (best) for competence:

Language	Reading	Speaking	Writing

8. Membership of professional bodies:
9. Other skills:
10. Present position:
11. Years within the firm:
12. Key qualifications (relevant to the project):
13. Specific country experience:

Country	Date: from (month/year) to (month/year)

14. Professional experience record (projects):

Date: from - to (month/year)	
Location	
Company	
Position	
Description	

add more projects...

15. Others (e.g. publications):

Signature

Presentation of Staff Characteristics

The following data have to be indicated for the key experts proposed for the different posts. They have to be backed unambiguously by details in the CV. In case of contradictions found during evaluation, details of the CV prevail. Tables may be adjusted according to the proposal and to the number of proposed key staff.

Team leader

Criteria	Name	
Professional education related to project and post	degree(s)	
Professional experience, from first job after professional education	Years	
Specific project-related experience. Similar project with similar tasks	N° of projects with > 1 year input	
Regional experience	Countries	
Employment status with firm	years as employee	
In case of associate/retainer: accumulated years during short- or long-term assignments for the bidder	accumulated years	
Leadership experience (team leader, project manager)	N° of projects	

Professional Long-term Key Staff

Criteria	Name	NN 1	NN 2	NN 3
	Post /			
Professional education related to project and post	degree(s)			
Professional experience, from first job after professional education	Years			
Specific project-related experience (acc. to post). Similar project with similar tasks	N° of projects with > six months input			
Regional experience	Countries			
Employment status with firm	years as employee			
In case of associate/retainer: Accumulated years during short- or long-term assignments for the bidder	accumulated years			

Professional Short-term Key Staff

Criteria	Name	NN 1	NN 2	NN 3
	Post/Functio			
Professional experience, from first job after professional education	Years			
Specific project-related experience (acc. to post). Similar project with similar tasks.	N° of projects			
Experience in developing countries	Countries			

Home Office Support (Backstopping)

Criteria	Name	
Professional Experience	Years	
Regional Experience	Countries	
Management Experience	Years	
Years with firm	Years	

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

NOTE: The authorized representative of the Consultant who signs the Proposal is advised to initial all pages of the original Financial Proposal.

FIN-1 Financial Proposal Submission Form

FIN-2 Model for Financial Proposal – Cost Break-down (KfW)

FORM FIN-1 - FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Project Director

Community Forestry and Water Conservation Society-Manipur

Address: Room No. 203, Forest head Office, Sanjenthong, Imphal, Manipur 795001

Email : joykumarifs@gmail.com

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes*. The estimated amount of local indirect taxes is Rupees (INR) {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated Special conditions of tender (SCT) 1.06.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}

Form FIN-2 - Model for Financial Proposal – Cost Break-down

SUMMARY	Amount (INR)
1. – Foreign personnel	
2. – Allowances for foreign staff	
3. – Local personnel	
Sub-Total – Staff cost	
4. - Local transport	
5. – Project office	
6. – Reports and documents	
7. – International travel cost	
Sub-Total Logistics (transport, project office, reports and documents)	
8. - Equipment cost	
9. - Miscellaneous cost	
Total – Other cost	
Indirect local Taxes estimate	
Grand total	

1. Foreign personnel	Unit	Quantity	Unit (EUR)	Rate	Amount (EUR)
1.1 Team Leader	month	...			
1.2 NN	month	...			
1.3 ...	month	...			
1.4 ...	month	...			
Sub-total Foreign personnel					
2. Allowance, accommodation, complementary travel cost for foreign personnel					
2.1 Allowance & Accommodation - Long-term staff	Month	...			
2.2 Allowance & Accommodation - Short-term staff	Month	...			
Sub-total Allowance and accommodation					
3. Local personnel (incl. allowances and accommodation)					
3.1 Team leader	Month	...			
3.2 ...	Month	...			
3.2 ...	Month	...			
Sub-total Local personnel					
4. Local transport					

4.1 Vehicle lease/rent or use of own vehicles	Month	...		
4.2 Vehicle O&M incl. driver, assurance, repairs	Month	...		
4.3 Other local transport (short-term, peak)	Day	...		
4.4 Local flights	Flight	...		
Sub-total Local transport				
5. Project office				
5.1 Office rent	Month	...		
5.2 Office operation	Month	...		
Sub-total Project office				
6. Reports and documents				
6.1 ... (Type of reports/documents to be stated)	rep./doc	...		
6.2 ...	...	...		
6.3 ...	...	...		
6. ...	...	...		
Sub-total Reports and documents				
7. International travel				
7.1 International return flights	Flight	...		
7.2 Complementary travel costs	Flight	...		
7.3 other international flights	Flight	...		
Sub-Total Int. flights - Reimbursable				
8. Equipment				
8.1 ..	...	...		
8... other. equip. to be handed over/consumed	...	...		
Sub-Total Total Equipment				
9. Miscellaneous and optional items/services				
9.1 ...	...	...		
9... other miscellaneous items/services	...			
9... miscellaneous budget / contingencies	...	...		
Sub-Total Total Miscellaneous items/services				

SECTION 5 - DECLARATION OF UNDERTAKING

We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA") subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.

2) We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;

2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;

2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);

2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries

not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or

2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice, or violate the Guidelines during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.

8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of: _____

Signature: Dated:

SECTION 6 - TERMS OF REFERENCE

Hiring services of consultants for Third Party Monitoring for Community-Based Sustainable Forest Management for Water Resource Conservation (COSFOM) Project, Manipur

1 Background

Community-based Sustainable Forest Management for Water Resources Conservation in Manipur was designed as a development project of the Government of India (GoI) supported by the Federal Government of Germany through KfW within the context of the Indo-German Program on Climate Change Adaptation in the Himalaya. The project is implemented by the Manipur Forest Department (MFD, the Project Executing Agency) and managed by the Community Forestry and Water Conservation Society-Manipur (CF&WCS-M) that acts as Project Management Unit (PMU). The first phase of the project is designed for 7 years from 2018 to 2025; the overall project costs are estimated at EUR 36.7 million, of which the contribution from German Financial Cooperation will be up to EUR 15 million in loan phase I with the possibility of up to an additional EUR 13 million in loan phase II to follow another five years. Additional contributions are provided by the Government of India. Consultancy services are provided by GFA Consulting Group (Germany) in close collaboration with UNIQUE (Germany) and IORA Ecological Solutions (India).

The project outcome is formulated as: 'Climate resilience of upper watershed ecosystems is improved or sustainably restored and the adaptive capacity of forest dependent communities is increased (through sustainable forest management and water resource conservation)'. The project will work in three catchment areas —the Ukhrul Block of the Thoubal catchment in Ukhrul District, and the Imphal and Singda catchments in Kangpokpi District, covering 50 project villages and aims at delivering four results / outputs:

- 1) Participatory watershed planning, coordination and monitoring;
- 2) Restoration and sustainable management of upper watersheds;
- 3) Security and improvements of livelihoods;
- 4) Capacity building for community-based watershed management.

2. Objective of the Consultancy:

The main objective of the consultant is to support PEA, especially the Project Management Unit at Imphal and DPMU at district level(s), to re-check project self-check/internal monitoring results conducted by DPMU/NGO/Forest Division Offices.

3. Scope of Work

The scope of work shall include the following:

Task-1: General Responsibilities

- Conduct annual Third-Party Monitoring (TPM) of project implementation under COSFOM forestry measures including the following forestry models:
 - a) Mixed Species Afforestation
 - b) Forest Area Closure (Model F-AC)
 - c) Aided Natural Regeneration (Model F-ANR)
 - d) Riparian Buffer Afforestation
 - e) Riparian Aided Natural Regeneration (Model R-ANR)
 - f) Jhum Conservation Buffer (Model J-CB)

- Review available mapping information, storage of monitoring data and data analysis conducted by DPMU and PMU.
- Organize field visits to selected project forestry sites based on a random basis (30-50% of areas with self-check completed).
- Review financial files for forestry measures. Random checks of subsidies payments to WRCCs at village sites.
- Random quality checks of village nursery management.
- Conduct participatory assessment of field results with attendance by WRCCs and village warden/village forest protection teams.
- Apply project monitoring procedures and formats (see attached) as per project guidelines.
- Recommend improvements to the monitoring concept if required.
- Present monitoring results during project de-briefing meetings at (i) DPMU and (ii) PEA, PMU and CO level.
- Provide monitoring results and recommendations in a concise monitoring report.

Deliverables 1: Monitoring reports, Reviews of financial, data, and nursery management, Field visit documentation, Recommendations for project improvements, Presentation materials for de-briefing meetings

Task-2: Specific duties of the consultant

Under the overall guidance of the CTA, in co-operation with the Project Management Unit (PMU) and under direct supervision of the Project Director, the consultant will undertake the following tasks:

1. Get familiarized with the monitoring procedures and formats for COSFOM forestry measures.
2. Conduct an initial meeting with PMU, DPMU and CO to agree on the selection of monitoring sites, time schedule, participants and monitoring procedures.
3. Jointly conduct the field work in Ukhrul district and selected project villages with the PMU/DPMU monitoring team (If security situation will permit, subsequent monitoring missions to Kangpokpi district will be included in future assignments as well).
4. Conduct on-site re-checks of DPMU monitoring results of forestry measures financed by the Project.
5. Apply participatory monitoring with consultation of project beneficiaries involved in the plantation management to review their awareness and capacities to effectively conduct forestry measures as supported by the project.
6. Provide recommendations on required/adjusted capacity building for participating households.
7. Random check of nursery quality and management by project beneficiaries. Provide recommendations for improvements.
8. Compare provided mapping information against google earth images and on-site random verification.
9. Re-check payments to project beneficiaries and related bookkeeping records at WRCC and DPMU office(s).
10. Present monitoring results during a final meeting at DPMU level, which includes written minutes of meetings containing a brief activity plan to be completed by the respective DPMU as follow-up of the mission.
11. Present overall mission results in a final meeting at PMU level with attendance of PD and CO.

12. Prepare a mission report (final draft) to be submitted to the Project: The report should be structured according to the usual requirements for monitoring reports. Furthermore it should contain a list of recommendations/requirements for each district.

Deliverable 2: Initial meetings and documentation, Field work and verification reports, Participatory assessments and recommendations, Final meeting documentation and presentations, Final report and recommendations, brief time schedule for subsequent annual monitoring mission.

4. DELIVERABLES AND TIMELINE

The assignment is for two months, consultant shall submit the deliverables both in hard and soft copies (in editable mode) as below with the following schedule

Sl.No	Key Deliverable	Timeline	Payment Schedule
1	Inception Report, with approach and methodology for the assignment	End of 7 days*	10%
2	Final report	End of 70 days	90%

*The time frame mentioned is indicative only and if any additional time is required same may please be indicated with justification

2

5 KEY PERSONNEL AND EXPERTISE REQUIREMENTS:

Position	Qualification, Experience	Man months
Team Leader	A. Essential Qualification (EQ) & Experience: EQ: Master's degree or above in Forestry or Agroforestry Professional Experience: - Minimum of 5 years of professional experience in Afforestation/Reforestation Monitoring, Forest Resources Assessments, or Environmental Audits. - At least 3 proven assignments in third-party monitoring as part of an institution or as an independent monitoring expert, preferably for Externally Aided Projects (funded by United Nations, World Bank, ADB, KfW, etc.). - Proficiency in Remote Sensing and GIS applications (ArcGIS, QGIS, Google Earth Engine, ERDAS, or equivalent).	1

² the assignment is a one-time contract with a total input of two months in a year. The selected consultant may be re-engaged in the subsequent year based on previous performance, continued funding and subject to KfW's approval.

These TOR can be amended or modified by the Project management upon mutual agreement.

	B. Desirable: • Proven experience in conducting field-based forest assessments, including use of sampling techniques and measurement protocols. • Familiarity with community forestry models, particularly those practiced in the Northeast (e.g., traditional land tenure, Management of Shifting Cultivation). • Prior work with State Forest Departments, International donors, or NGOs in the region is highly desirable. • Familiarity with Monitoring & Evaluation frameworks, especially for natural resource management or climate mitigation projects. • Proven experience in field measurement of forest parameters (e.g., survival rate, plot sampling).	
Expert 1	A. Essential Qualification & Experience: • EQ: Bachelor's Degree or above in Forestry or Agroforestry Professional Experience: • Minimum of 3 years of professional experience in afforestation/reforestation monitoring, forest resource assessments, or environmental audits. • At least 2 proven assignments in third-party monitoring as part of an institution or as an independent monitoring expert, preferably for Externally Aided Projects (funded by United Nations, World Bank, ADB, KfW, etc.). B. Desirable: • Proven experience in conducting field-based forest assessments, including use of sampling techniques and measurement protocols. • Familiarity with community forestry models, particularly those practiced in the Northeast (e.g., traditional land tenure, Management of Shifting Cultivation). • Prior work with State Forest Departments, International donors, or NGOs in the region is highly desirable. • Familiarity with Monitoring & Evaluation frameworks, especially for natural resource management or climate mitigation projects. • Proven experience in field measurement of forest parameters (e.g., survival rate, plot sampling).	1
Expert 2	A. Essential Qualification & Experience: • EQ: Bachelor's Degree or above in Forestry or Agroforestry Professional Experience: • Minimum of 3 years of professional experience in afforestation/reforestation monitoring, forest resource assessments, or environmental audits.	1

	- At least 2 proven assignments in third-party monitoring as part of an institution or as an independent monitoring expert, preferably for Externally Aided Projects (funded by United Nations, World Bank, ADB, KfW, etc.). B. Desirable: - Proven experience in conducting field-based forest assessments, including use of sampling techniques and measurement protocols. - Familiarity with community forestry models, particularly those practiced in the Northeast (e.g., traditional land tenure, Management of Shifting Cultivation). - Prior work with State Forest Departments, International donors, or NGOs in the region is highly desirable. - Familiarity with Monitoring & Evaluation frameworks, especially for natural resource management or climate mitigation projects. - Proven experience in field measurement of forest parameters (e.g., survival rate, plot sampling).	
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6. Management & Facilitation of the Services by the client

Project Management Unit at Imphal and DPMU at district level(s), is the overall Implementing agency for the project and will carry the contractual responsibility for the services, all day-to-day aspects, the management of the service and their implementation, monitoring, and guidance will be the responsibility of the PMU, in all such context, the Manipur Forest Department (MFD, the Project Executing Agency) and managed by the Community Forestry and Water Conservation Society-Manipur (CF&WCS-M) department will carry the responsibilities and the authority of the client

The PMU unit will therefore inter alia attend to the following Client responsibilities:

- Provision to the Consultant of all/ necessary reports and background documentation.
- Assistance to the Consultant to comply with the deliverable's schedules and other ad-hoc periodic reporting requirements arising from the client during the assignment.
- Assistance to the Consultant in establishing essential contacts in concerned areas and in gaining the cooperation of other departments and agencies, as required for this assignment.

7. Workplace

Project Office in Imphal, Manipur, India, and field sites in Project districts. The project will provide required logistics including vehicle, mapping information (GIS database and hardcopies) and field personnel from PMU and DPMU.

8. List of Annexes:

Annex 1: COSFOM Forestry monitoring guideline

Annex 2: Forest Closure Acceptance Check (F-AC; R-AC) cum activity and monitoring schedule

Annex 3: Forestry Measures Acceptance Check format (F-ANR; R-AF I&II; R-ANR; J-CB) cum activity and monitoring schedule

SECTION 7 - STANDARD CONTRACT DOCUMENT

KfW Model Contract Document below EURO 200000

Terms and Conditions Applicable to the Model Contract for Consulting Services

1. Terms and Conditions

1. *Conclusion of a contract.* By using this Model Contract (or sections thereof), every User of the Model Contract (hereinafter "User") acknowledges the following Terms and Conditions. These Terms and Conditions are agreed between each User and KfW without requiring that KfW receives the User's acceptance of the Terms and Conditions associated with the use of the Model Contract.

2. *Liability of KfW.* KfW assumes no liability for damages arising from or in connection with the use of the Model Contract, except for intent, gross negligence and injury to life, body or health.

3. *Limitation of the responsibilities of KfW.* KfW has prepared the Model Contract as an example of a contract for consulting services, for which KfW grants its consent in principle. However, KfW assumes in particular no obligation for the review of:

- the legal and factual accuracy of the Model Contract by obtaining internal or external legal advice,
- the factual accuracy of the circumstances underlying the Model Contract,
- the suitability of the Model Contract for the purposes of the User,
- the balance of the Model Contract versus the individual interests of the specific User,
- the contractual drafts prepared using the Model Contract that are submitted to KfW, e.g., for consent, and
- the need to update the Model Contract in the event of changes in legislation.

4. *Obligations of the User.* Every User shall:

- use the Model Contract only after performing a thorough individual review and making the necessary modifications for the specific circumstances.
- engage legal counsel to review the contractual draft based on the Model Contract prior to the conclusion of a contract, in order to investigate the enforceability and effectiveness of the contract under the applicable legislation.

II. Notes for the User

KfW expressly refers every User of the Model Contract to the following:

- KfW prepared this Model Contract based on the FIDIC agreement for consulting services ("White Book"), in order to provide partners of KfW with wording assistance for their contractual relationships with consultants. At the same time, use of this Model Contract facilitates the consent of KfW.
- The Model Contract was not developed based on any specific legal jurisdiction; instead, the choice of governing law is left to the contracting parties. KfW has not investigated whether modifications of the Model Contract are necessary so that it can be used under the respective potential jurisdictions.
- The Model Contract must be adapted to the individual needs of the specific User and should only be signed after the User has reviewed whether the specific contractual provisions are suitable for his individual purposes.

III. Structure of the Model Contract

Section 1: General Conditions – these include the general underlying contractual provisions. Changes in this section usually have a significant impact on the contract and require the prior consent of KfW.

Section 2: Special Conditions – these include the specific details of each individual case. Any modifications or deviations based on the specifics of the project or due to contractual negotiations can be included here.

Section 3: Annexes – depending on the contents, these are either project specific (e.g., TOR, Time Schedule) or generally defined (e.g., Declaration of Undertaking).

CONTRACT

for Consulting Services

dated

[•]

between

Community Forestry and Water Conservation Society-Manipur

A registered Society under

**MANIPUR FOREST DEPARTMENT (MFD)
GOVT OF MANIPUR**

– hereinafter referred to as the “Employer” –

and

[•]

– hereinafter referred to as the “Consultant” –

For

**COMMUNITY-BASED SUSTAINABLE FOREST MANAGEMENT FOR WATER
RESOURCES CONSERVATION (COSFOM), MANIPUR**

– hereinafter referred to as the “Project” –

BMZ No. 2015 70 340 (Accompanying Measure) and 2015 67 643 (Loan)

Preamble

The Employer desires that the consulting services described in more detail in the Special Conditions be rendered. The Consultant has submitted a bid for these services.

Now therefore, the Employer and the Consultant (hereinafter referred to as the “Parties”) hereby agree on the following:

GENERAL CONDITIONS

§ 1 General Provision

1.1 APPLICABLE REGULATIONS

1.1.1 The following regulations are considered to have been agreed between the Parties unless otherwise agreed in the Special Conditions.

The applicable contractual regulations between the Parties (hereinafter referred to as the “Contract”) consists of the conditions of this consulting Contract (General Conditions and Special Conditions) along with the

Annex 1 [Declaration of Undertaking]

Annex 2 [Remuneration and Invoicing]

Annex 3 [Terms of Reference]

Annex 4 [Project-specific Provisions]

Furthermore, the KfW Guidelines for the Commissioning of Consultants in Financial Cooperation with Partner Countries (available at www.kfw-entwicklungsbank.de under “Procurement”) form an integral part of the Contract.

1.2 PARTIES

1.2.1 The addresses and authorised representatives of the contractual Parties to whom all communications are to be served are listed under the Special Conditions. If the Consultant does not originate from the project country, it shall also nominate to the Employer and KfW an individual at the Consultant's place of business who may be reached at any time in cases of emergency or crisis and shall immediately inform the Employer of any change in this regard.

1.3 WRITTEN FORM AND LAN- GUAGE

1.3.1 Amendments and supplements to this Contract, including to this written form clause, require the written form and shall be, as with all communication between the Parties, in the language agreed in the Special Conditions of this Contract.

1.4 APPLICABLE LAW

1.4.1 The Special Conditions contain the law applicable to this Contract.

1.5 ASSIGNMENT AND SUB-CON- TRACTS

1.5.1 The Consultant shall not have the right to assign or transfer all or any of its rights under this Contract without the prior written consent of the Employer, which shall not be provided without the consent of KfW.

1.5.2 If the Consultant intends to assign part of the contractual Services to others, it shall inform the Employer and KfW thereof at least 14 days before signing a corresponding sub-contract. If the Employer or KfW rejects such an assignment, the Consultant shall refrain from signing the respective sub-contract. In cases where the Services are sub-

**1.6
TRANSFER OF
OWNERSHIP
AND RIGHTS OF
USE**

contracted, the Consultant's obligations to fulfil the Contract shall remain unaffected. The Consultant shall ensure that the sub-contractor fulfils all requirements of this Contract, in particular also in relation to corruption avoidance and confidentiality.

1.6.1 The Consultant shall transfer to the Employer on the date on which any such rights arise, and in any event no later than on the date on which they are acquired:

- a) all transferable rights arising from the Services performed on the basis of this Contract,
- b) ownership of all studies, reports and associated data and documents that are created in connection with this Contract, or studies, reports and associated data and documents made available to the Employer as well as software produced or adapted and,
- c) on completion of the Services, legal title to the items of equipment obtained by means of this Contract.

Insofar as a transfer of such rights according to (a) is not possible, the Consultant shall irrevocably grant to the Employer unrestricted, transferable, licensable and exclusive rights of use and exploitation that are unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that any relevant creator of such transferrable rights waives its exercise of any such relevant rights.

1.6.2 The Consultant shall issue all information requested by the Employer and KfW in connection with this Contract, and shall make available free of charge all requested records, documents and information. This obligation shall remain effective after termination of the Contract for a period of 24 months.

**1.7
CONFIDENTIAL-
ITY AND PUBLI-
CATION**

1.7.1 Without prejudice to any statutory obligations of disclosure imposed on it, the Consultant shall keep confidential all documents passed on to it by the Employer and if applicable by KfW, as well as all information exchanged and knowledge acquired concerning this Contract and its implementation, unless the Employer or KfW have authorised disclosure in writing or the information was already in the public domain before the Contract was signed.

**1.8
CORRUPTION
AND FRAUD**

1.8.1 When discharging their obligations under this Contract, the Consultant, its representatives and its employees shall comply with all applicable laws, rules, regulations and provisions of the relevant legal systems, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

1.8.2 The Consultant warrants with its signature that the declarations named in Annex 1 [Declaration of Undertaking] are true and correct and undertakes that it will fulfil the obligations and rules of conduct set out therein in connection with the implementation of this Contract.

1.8.3 The Consultant undertakes to immediately notify the Employer in detail and in writing if the Consultant is induced by a public official or any other persons to make illegal payments. A public official shall be:

- a) any official or employee of a public authority or an enterprise under the ownership or control of a government;
- b) any person who performs a public function;

- c) any official or staff member of a public international organisation;
- d) any candidate for a political office; or
- e) any political party or official of a political party.

1.9

REIMBURSEMENTS

1.9.1 All reimbursements, insurance payments or similar payments, if any, shall be paid to KfW, Frankfurt am Main (BIC: KFWIDEFF, IBAN: DE53 5002 0400 3800 0000 00), in the case of financing from project funds for the account of the Employer, stating the BMZ number or the KfW order number as a reference.

1.10

PARTIAL INVALIDITY

1.10.1 The invalidity or unenforceability of one or more provisions of this Contract will not affect the validity or enforceability of any other provision of this Contract. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision which approximates as closely as possible the economic purpose of the invalid or unenforceable provision. The same shall apply accordingly in cases of omissions.

§ 2 The Employer

2.1

DUTY OF COOPERATION

2.1.1 The Employer is obliged to perform the duties of cooperation to which it is subject free of charge and without delay. During the term of this Contract, the Employer shall, free of charge, in particular place at the disposal of the Consultant all data, documentation and information concerning the contractual Services that are available to it and shall support the Consultant as far as reasonably possible, if applicable also in consultation with KfW.

2.2

TAXES

2.2.1 If and insofar as the Consultant and its foreign staff are obliged to pay taxes, duties, levies and other charges in connection with the Services performed according to this Contract in the project country, which are connected with:

- a) payments to the Consultant or its foreign staff;
- b) services which are rendered by the Consultant or its staff;
- c) equipment, materials, and supplies necessary for the performance of the services,

and insofar as these costs have not already been allowed for in the Order Value according to the Special Conditions and Annex 2 [Remuneration and Invoicing], on provision of evidence of the corresponding payments the Employer shall include in the final payment to the Consultant a reimbursement for all amounts paid in this regard.

2.3

REMUNERATION

2.3.1 The remuneration obligations of the Employer are defined in Paragraph 5 [Remuneration]

§ 3 The Consultant

3.1

SCOPE OF SERVICES

3.1.1 The Consultant shall render the Services assumed by it as described in detail in the Special Conditions and Annex 3 [Terms of Reference] ("Services") in full and on time with the required due care in

accordance with professional practice and recognised quality standards (current scientific and generally accepted engineering standards).

3.1.2 Changes to the Services described in paragraph 3.1.1. or the remuneration according to paragraph 5 or changes that affect KfW's legal position may only be agreed with the previous consent of KfW.

3.2 REPORTING

3.2.1 The Consultant shall report to the Employer according to the Special Conditions about the progress of the Services and shall make any required information available. In the case of longer assignments, the Consultant shall submit regular reports. On completion of the Services, it will draw up a final report for the entire completion period. It shall document its work, the course of the project and the decisions made in a transparent manner.

3.2.2 The Consultant shall inform the Employer promptly of all unusual circumstances that occur during the performance of the Services and about all matters that require the consent of KfW.

3.3 DEPLOYMENT OF STAFF

3.3.1 Insofar as the Parties agree the deployment of key staff, these persons shall be named in Annex 4 [Project-specific Provisions]. The following provisions 3.3.2 and 3.3.3. shall then apply.

3.3.2 If key staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly, subject to agreement by the Employer, which may not withhold the same without an objective reason, by an individual with at least equivalent qualifications.

3.3.3 The costs for the withdrawal or replacement of staff during the Contract period shall be borne by the Consultant, unless this occurred on request of the Employer. In this case, the Employer shall bear the costs for the replacement of the staff member, unless the staff member in question does not meet the requirements necessary for fulfilment of the Contract or has interfered in the internal affairs of the project country.

3.4 PROJECT-SPE- CIFIC PROVI- SIONS

3.4.1 Annex 4 (Project-specific Provisions) contains the specific project-related features of the project and the Services affecting the Consultant if such arrangements are made by the Parties.

§ 4 Commencement, Completion and Amendment of the Services

4.1 COMMENCE- MENT AND COMPLETION

4.1.1 The Special Conditions contain the date of commencement as well as the agreed completion date, which are binding for the Consultant subject to any amendments by the Parties. A detailed time schedule, where required, is appended in Annex 4 [Project-specific Provisions].

4.1.2 Insofar as this Contract provides for optional services, the Consultant shall commence delivery of the optional services not earlier than upon receipt of written notification from the Employer.

4.2 PENALTIES FOR DELAY

4.2.1 If the Consultant fails to perform any of the Services under this Contract within the requisite time period due to reasons he must warrant, the Employer shall, unless the Special Conditions include a derogation, be authorised to inflict a penalty of 0.5% of the Order Value for every week of delay, subject to a cap of 8% of the Order Value. Beyond such penalty, the Employer may not bring any further claims arising

4.3 FORCE MAJEURE

from the delay in the performance of the Services. The right of termination shall remain unaffected.

4.3.1 In the event of Force Majeure, the contractual obligations, insofar as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure. Force majeure means if any event whereby one party to the Contract is prevented to a considerable extent from performing the Services due to unavoidable, unforeseeable circumstances, such as natural disasters, hostage-taking, war, crises, revolution, terrorism and sabotage, that cannot be avoided or rendered harmless and must not be accepted because of its frequency ("Force Majeure"). This also includes in particular orders by the Federal Foreign Office of the Federal Republic of Germany for German citizens to leave the project country or project region. Insofar as an event originates entirely from the sphere of responsibility of one party to the Contract, this event does not qualify as Force Majeure.

4.3.2 In the event of Force Majeure, the Consultant shall be entitled to an extension of the Contract equal to the delay caused by such Force Majeure.

4.3.3 If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure lasts for longer than 180 days, both Parties shall be entitled to terminate the Contract. In this case, the Services performed up to the time of the Force Majeure and all documented necessary expenditure of the Consultant arising from the discontinuation of the Services shall be invoiced on the basis of contractual prices. Neither party shall make any further claims.

4.3.4 Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded. It is, however, obliged to take all actions open to it to minimise the damages. Conversely, the Employer is not liable for additional costs incurred by the Consultant for the duration of the interruption.

4.4 TERMINATION

4.4.1 The Employer is entitled to terminate this Contract if the Consultant culpably fails to meet its contractual obligations, the performance of its Services is not in compliance with the Contract, or the Services are not performed in a timely fashion. In this case, the Consultant is solely entitled to demand the agreed remuneration for the Services performed until the date of termination but not yet remunerated. The Employer shall be entitled to demand compensation for the direct damage caused by this default.

4.4.2 The Consultant may terminate this Contract if the Employer does not pay any amounts due and payable to it under this Contract or does not make payment in a timely fashion. In this case it may demand the agreed remuneration but must, however, deduct any expenses that it has saved by termination of the Contract or any income that it has earned from other deployments of its staff or which it has not earned as the result of wilful actions or omissions.

4.4.3 Before a notice of termination is served according to paragraphs 4.4.1 and 4.4.2., the respective other Party is to be served notice of breach of its contractual obligations and to be granted a grace period of at least 30 days to remedy this.

4.4.4 The Employer, with the prior consent of KfW, may suspend or terminate this Contract after serving written notice of at least 30 days without stating reasons. In the case of suspension, the Employer shall reimburse the Consultant for the resulting, unavoidable costs. In the

case of termination, the legal consequences of paragraph 4.4.2 shall apply accordingly.

4.4.5 In the event of suspension or termination, the Consultant is obliged to immediately take measures to limit damages. On termination, all previously created drafts, reports or other documents or such that are to be created by the termination date are to be passed on to the Employer.

4.5 CORRUPTION AND FRAUD

4.5.1 If it is proven that the Consultant has breached Paragraph 1.8 [Corruption and Fraud] or that the Declaration of Undertaking in Annex 1 is untrue or will become so, the Employer may – notwithstanding the various punishments or other sanctions to which the Consultant is subject according to the law of the country or any other legal system – terminate this Contract in writing without observing a period of notice.

§ 5 Remuner- ation

5.1 REMUNERA- TION OF THE CONSULTANT

5.1.1 The Consultant shall receive the remuneration agreed in the Special Conditions for performing the Services owed under this Contract, subject to the conditions listed therein and the conditions below. Annex 2 [Remuneration and Invoicing] contains a detailed breakdown.

5.2 TERMS OF PAY- MENT

5.2.1 The Employer shall pay the Consultant's remuneration to the account named in Annex 2 [Remuneration and Invoicing] according to the following schedule:

- a) Advance payment, due within 60 days of entry into force of this Contract.
- b) Instalments, if applicable, shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The Employer shall have the right to suspend payment of instalments at any stage in the event of substantial deviations from the time schedule and/or insufficient performance on the part of the Consultant.
- c) The final payment shall be made against presentation of a corresponding invoice after the Services have been properly performed in full, they have been accepted (if applicable) and approval of the final report by the Employer and KfW. In the case of inadequate performance, the Employer is entitled, with prior consent of KfW, to a reasonable reduction of the final payment.

5.2.2 Unless otherwise agreed, payments shall be made within a period of 60 calendar days after receipt of the invoice by the Employer.

Optional services as per paragraph 4.1.2. will be settled in connection with the final invoice.

5.3 AUDITING

5.3.1 For services or partial services that are not remunerated on a lump-sum basis, the Consultant shall be obliged to maintain up-to-date records that meet professional standards and that clearly and systematically indicate the services provided and the time and expense involved. The Consultant shall retain all settlement-related documents for five years and authorises the Employer and KfW to audit these at any time.

§ 6 Liability

6.1

LIABILITY OF THE CONSULT- ANT

6.1.1 The Consultant shall be liable to the Employer for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 3 [The Consultant]. It is likewise liable for its subcontractors to the same extent. Liability for consequential damage is excluded. Furthermore, the liability of the Consultant shall be limited to the Order Value. The limitation of liability stated in the two preceding sentences shall not apply for premeditation and gross negligence.

6.2

LIABILITY OF THE EMPLOYER

6.2.1 The Employer shall be liable to the Consultant for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 2 [The Employer]. Liability for consequential damage is limited to premeditation and gross negligence. Liability for injury to life, limb or health shall remain unaffected.

§ 7 Insurance

7.1

INSURANCE

7.1.1 For the term of the Contract the Consultant shall take out at its own expense all insurance cover that is required and customary in order to insure its professional and personal risks, including as a minimum a professional liability insurance policy. On request by the Employer, the Consultant shall present proof of this insurance.

§ 8 Disputes and Arbitration Procedure

8.1

ARBITRATION PROCEDURE

8.1.1 If the Parties do not reach amicable agreement, disputes arising out of or in connection with this Contract shall finally and exclusively be settled by a single arbitrator appointed and proceeding in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.

SPECIAL CONDITIONS

(the references refer to the respective paragraphs in the General Conditions)

Preamble

Project : Community based Sustainable Forest Management for Water Resources Conservation Project

Ad 1.1 Applicable Regulations

- 1) KfW - Consulting Contract – small orders up to EUR 200,000 - December 2022
- 2) KfW - Guidelines for the Assignment of Consultants - July 2024
Annex 2 [Remuneration and Invoicing] omitted.

Ad 1.2 Contractual Parties and Contacts

Employer is Community Forestry and Water Conservation Society-Manipur (CF&WCS-M)

The Employer's contact person is **Project Director**

Address of Employer:

Community Forestry and Water Conservation Society-Manipur (CF&WCS-M),

Forest Head Office, Sanjenthong, Imphal – 795001

Manipur, India.

Phone: +91-385-2450165

Fax: +91-385-2452504

Email : joykumarifs@gmail.com

Consultant is [•]

The Consultant's contact person [•]

Address of Consultant

Postal address: [•]

Email: [•]

Phone: [•]

Address of KfW
46, Paschimi Marg, Vasant Vihar
New Delhi -110057, India
Phone: +91 11-42534253
Fax : +91 11 2615 5267
email: kfw.newdelhi@kfw.de

Ad 1.3 Language

The language of the Contract is **English**.

Ad 1.4 Applicable Law

The law applicable to the Contract is Laws of India.

Ad 3.1 Service to be performed:

The contractual services of the Consultant are detailed in Annex 3 [Terms of Reference].

Ad 3.2 Reporting by Consultant

Annex 3 [Terms of Reference] contains the relevant reporting specifications. (To be finalised at negotiation)

Ad 3.3 Key staff

The Consultant shall employ the staff specified in Annex 4 [Project-specific Provisions] for the performance of its services.

Ad 4.1 Commencement and Completion

Date of commencement: The date on which execution shall be commenced is **[●]** / The date on which execution shall be commenced lies **[●]** weeks after the day on which the Contract comes into forces.

Completion date: Date of completion is **[●]** / Completion time is the period **4 Years**

Annex 4 contains a detailed schedule.

Ad 5.1 Remuneration - For the services to be rendered by the Consultant under this Contract, the Employer shall pay the sum of

[●] in [●currency]

(“Order Value”).

The Order Value is composed as follows:

Fixed fee: **[●] in [●currency]**

Ancillary expenses lump sum³ [•] in [• currency]

Ancillary expenses on proof [•] in [• currency]

Annex 2 [Remuneration and Invoicing] contains a detailed breakdown.

The Order Value is exclusive of the following option(s) not commissioned:

Option [•] in [• currency]

Ad 5.2 Terms of payment

The Consultant's remuneration shall be paid as follows:

Lumpsum

The Employer pays the Consultant's remuneration to the following account:

Bank: [•] Account number: [•]

IBAN: [•] BIC: [•]

The original invoices are to be submitted to the Employer. *[If invoicing on a time and materials basis:* The completed Annex 2 [Remuneration and Invoicing] must be enclosed with the invoice.]

The Consultant's invoices are to be made out to the Employer "c/o KfW". KfW shall receive the original invoice. A copy of the invoice shall be sent to the Employer directly. The original of the final invoice is to be sent to the Employer, KfW receives a copy.

Ad 8.1: Arbitration Procedure

The place of arbitration shall be **Imphal, Manipur, India**

The language of arbitration shall be **English**

Arbitration will be held as per the provision of The Arbitration And Conciliation Act, 1996.

(place, date)

(for the Consultant)

(for the Consultant)

³ Ancillary costs should be paid on a lump-sum basis wherever possible (e.g. monthly amount for office work, motor vehicle maintenance, reports, etc.).

Annexure 1 - Declaration of Undertaking

We recognise and accept that KfW only finances projects of the Project Executing Agency (“PEA”) subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.

2 We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;

2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;

2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU’s financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);

2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or

2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice, or violate the Guidelines during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective

accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.

8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of: _____

Signature: Dated:

BMZ No.

Project Community based Sustainable Forest Management for Water Resources Conservation Project

Schedule of Consulting Services / Period [●]

Invoice No. [●]

as contractually agreed						invoicing			
Item ¹	Description ²	Unit ³	Quantity ⁴	Unit Rate ⁵ EUR	Contract Sum ⁶ EUR	Previous Cumulative Expenses ⁷ EUR	This Invoice ⁸ No. (x) EUR	Current Cumulative Expenses ⁹ EUR	Remaining Budget ¹⁰ EUR
1									
2									
3									
4									
5									
Total costs at actual - Contract Sum					0,00	0,00	0,00	0,00	0,00
					11	12	13	14	15
Advance Payment					0,00		0,00	0,00	0,00
Invoiced Amount							0,00		

Abbreviations and explanations:

¹ Reference according to cost sheet

² E.g. field personnel, travel costs

³ E.g. hours, days, month, flights, item

⁴ Numerical unit

⁵ Cost per unit

⁶ Contractually agreed price in total (quantity multiplied by unit rate)

⁷ Already invoiced/disbursed

⁸ Accounting / billing period

⁹ Previous cumulative expenses plus this invoice

¹⁰ Contract Sum minus Current Cumulative Expenses

¹¹ Advance Payment Amount (if applicable)

¹² Previous recovery

¹³ Current recovery

¹⁴ Total recovery (previous recovery plus current recovery)

¹⁵ To be recovered (Advance Payment minus total recovery)

Annex F
Model Advance Payment Guarantee

Address of guarantor bank: ...

.....
.....
.....

Address of beneficiary (client):

.....
.....
.....

On you concluded with (name and full address)
.....
.....
..... ("Contractor") a Contract for
..... (Project, object of the
Contract) at a price of
.....

According to the provisions of the contract, the Contractor receives an advance
payment in the amount of
..... equalling %
of the contract value, as an advance payment.

We, the undersigned

..... (bank), waiv-
ing all objections and defences under the aforementioned Contract, hereby irrevocably and
independently guarantee to pay on your first written demand any amount advanced to the
Contractor up to a total of

.....
(in words)

against your written declaration that the Contractor has failed to perform the aforementioned
Contract.

This guarantee shall come into force as soon as the advance payment has been credited
to the account of the Contractor. This guarantee shall be automatically reduced pro rata in
accordance with the payments performed.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt
am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, for account of
(client/project executing agency/purchaser).

This guarantee shall expire not later than

by which date we must have received any claims by letter or coded telecommunication.

It is understood that you will return this guarantee to us on expiry or after settlement of the
total amount to be claimed hereunder.

.....
Place, date

.....
Guarantor