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Government of Jammu & Kashmir
Office of the Pr. Chief Conservator of Forests & HoFF
Jammu & Kashmir Forest Department



REQUEST FOR PROPOSAL

For

Hiring of Services of Third Party Organizations

For Evaluation of works executed during 2019-20 to 2021-22 under J&K Compensatory Afforestation Fund Management and Planning Authority (CAMPA) by J&K Forest and allied Departments

[w.r.t. Advt.01/CAMPA/2022-23/1276 dated: 25 April 2022]

The J&K Compensatory Afforestation Fund Management and Planning Authority (J&K CAMPA) invites Proposals in form of online bids at <https://www.jktenders.gov.in> from the third-party organizations for evaluation of works under CAMPA executed by Forest and allied Departments during 2019-20 to 2021-22 covering all forest divisions of the UT of Jammu & Kashmir. Details of the RFP are available at www.jkforest.gov.in and <https://jktenders.gov.in>. Interested firms should submit their proposal along with other related documents as per RFP at <https://www.jktenders.gov.in> on or before **16.05.2022**.


Chief Executive Officer,
J&K CAMPA
O/o PCCF, Van Bhawan, Jammu, 180001
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DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to either as “Tender”) document provided to the Bidders by the J&K Compensatory Afforestation Fund Management and Planning Authority (CAMPA), Jammu, hereinafter referred to as CAMPA, or any of their employees is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

The purpose of this tender document is to provide the Bidder(s) with information for evaluation of projects undertaken under J&K CAMPA during 2019-20 to 2021-22 by J&K Forest and allied Departments. This tender document does not purport to contain all the information each Bidder may require.

This tender document may not be appropriate for all persons, and it is not possible for the CAMPA and their employees to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this tender document.

Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and wherever necessary obtain independent advice from appropriate sources. CAMPA and their employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or Completeness of the tender document.

CAMPA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document.

1. **Background**

The Compensatory Afforestation Fund Management and Planning Authority (CAMPA) in the UT of J&K was constituted vide Notification No. SRO-354 of 2009 dated 11 November 2009 with an objective of conservation, protection, regeneration and management of existing natural forests, wildlife and their habitat and raising site-specific compensatory afforestation, etc.

The J&K CAMPA formulates Annual Plan of Operations (APOs) every year to carry out its operations in the forestry and wildlife sectors. The activities of CAMPA include plantations, forest protection, wildlife habitat management, research, capacity building, infrastructure development, information technology, etc.

2. **Objective of the Proposal**

Under CAMPA, several activities have been taken up for conservation and development of natural forests, rehabilitation of degraded forest areas, forest protection, forest fire management, management of wildlife habitat, capacity building, research & development, infrastructure development and other allied activities. There is a need to technically evaluate these activities. The third party will evaluate the CAMPA works undertaken as per Annual Plan of Operations (APO) of 2019-20 to 2021-22 by J&K Forest and allied Departments. The present tender is being floated to select an agency to carry out third party monitoring of the CAMPA works executed during the said period.

SECTION I: INVITATION FOR PROPOSALS (IFP)

1. The Jammu & Kashmir Forest Department (JKFD) invites proposals for hiring of services of reputed and experienced agencies to undertake third party evaluation of activities under different components of CAMPA taken up from 2019-20 to 2021-22, year wise by J&K Forest and allied Departments.
2. The JKFD intends to hire services of agencies through an open tender process.
3. The JKFD has appointed Chief Executive Officer, J&K State CAMPA (herein after CEO, CAMPA) as the nodal officer for this tender. All correspondence should be done with CEO, CAMPA regarding this tender.
4. The PCCF, J&K reserves the right to accept / reject any or all the proposals in whole or part without assigning any reasons at any stage.

5. Period of Contract

- 5.1 The third party agency will be hired for a period of one year.
- 5.2 If the selected agency fails to perform the functions as agreed upon in the contract to be signed with JKFD or commit breach of any of the terms and conditions, provisions or stipulations of the contract, JKFD shall take appropriate action including termination of the contract with the agency.

5.3 Tender Schedule:

Sr. No.	TENDER Activity	Date
1.	Publishing date	26/04/2022
2.	Download starting date	26/04/2022
3.	Pre- Bid conference	04/05/2022 at 11:00 AM
4.	Bid Submission Start Date	11/05/2022
5.	Bid Submission End Date	16/05/2022
6.	Date and time of opening of Technical Bid	18/05/2022
7.	Address for Communication	CEO, CAMPA Van Bhawan, Below Gumat, Jammu, 180001 Phone: 0191-2566470 E-mail: jkcampacell@gamil.com

SECTION II: INSTRUCTIONS TO BIDDERS (ITR)

1. General Conditions

- 1.1 All information supplied by the bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the JKFD on the basis of this tender.
- 1.2 No commitment of any kind, contractual or otherwise, shall exist unless and until a formal written contract has been executed by JKFD. The PCCF, J&K may cancel the process at any time prior to a formal written contract being executed by or on behalf of JKFD.
- 1.3 The bidders shall abide by all the conditions laid down in this tender.

2. Definitions

Unless the context otherwise requires, the following terms whenever used in this tender and contract have the following meanings:

- a. "Applicable Law" means the laws and any other instruments having the force of law in the UT of Jammu & Kashmir.
- b. "CEO, CAMPA" refers to the nodal officer / authority under whose administrative control the CAMPA works are undertaken in the UT of Jammu & Kashmir.
- c. "Competent Authority" means the PCCF, Jammu & Kashmir.
- d. "Committee" means committee constituted by PCCF for evaluation of pre- Qualification, technical and financial proposals.
- e. "CAMPA" refers to Compensatory Afforestation Fund Management and Planning Authority
- f. "Contract Price" means the all-inclusive price payable to the third party hired by the JKFD under the contract for the complete and proper performance of its contractual obligations.
- g. "Contract" means the Contract signed by the parties along with the entire documentation specified in this tender.
- h. "Day" means Calendar day.
- i. "Effective date" means the date on which the contract comes into force and effect.
- j. "FY" means financial year starting from April 1 to March 31.
- k. "Government" means Government of Jammu & Kashmir.

- l. "JKFD" means Jammu & Kashmir Forest Department
- m. "NTFP" means Non-Timber Forest Produce.
- n. "Personnel" means professional and support staff provided by the agency and assigned to perform services to execute an assignment and any part thereof in pursuance of the contract.
- o. "Proposals" means offer/documents submitted by bidders in response to this tender.
- p. "Services" means the work to be performed by the agency pursuant to the contract to be signed by the parties in pursuance of the specific assignment awarded to them by JKFD.

3. Introduction

Transfer of forest land for non-forestry purposes was governed by Jammu and Kashmir Forest Conservation Act, 1997 and since 31st October 2019 is being governed under FC Act 1980. User agencies are required to pay compensation for trees and cost of Compensatory Afforestation in lieu of the forest land diverted for non-forestry purposes. Besides, the value of ecosystem goods and services of forests, termed 'Net Present Value' or NPV is charged from user agencies.

Hon'ble Supreme Court in its order in T.N. Godavarman Thirumulpad v/s Union of India & Others [Writ Petition (Civil) No 202 of 1995 dated 30.10.2002] directed that a Compensatory Afforestation Fund be created in which all the monies received from user agencies towards compensatory afforestation, NPV and other charges shall be deposited.

In accordance with the guidelines issued by *ad hoc* CAMPA, Ministry of Environment, Forest and Climate Change (MOEF&CC), Government of India on 2.7.2009, J&K CAMPA was set up vide SRO-354 dated 11.11.2009. The execution of CAMPA works in J&K started from the year 2010-11.

Under CAMPA, large-scale activities have been taken up to accelerate conservation of natural forests, management of wildlife, capacity building, research & development, infrastructure development in the sector and other allied works. As JKFD is implementing CAMPA

activities in Jammu & Kashmir, there is now a felt need to technically evaluate these ongoing efforts, and based on the learning, plan the way forward. Also, the Compensatory Afforestation Fund Rules stipulate third party monitoring and evaluation of the CAMPA works to ensure effective and proper utilization of the fund for which funds are earmarked.

4. Request for Proposal

The bidder is expected to examine all the instructions, guidelines, terms and conditions and formats in the tender. Failure to furnish all the necessary information as required in this Tender may lead to rejection. Bidders should visit the area, collect relevant information, documents and set up the team/personnel before preparing the proposal. The Bidders should clarify any ambiguity, omission or internal contradiction, or any feature that is unclear or that appears discriminatory or restrictive from CEO CAMPA well in advance. However, no relaxation or exemption shall be provided to the bidder on any term or condition of the Tender for reasons of non-receipt of any clarification.

Bidders should ensure that they submit a fully responsive proposal including all the supporting documents requested in the tender. It is essential to ensure accuracy in the information provided in the proposals. Once proposals are received and opened, bidders shall not be permitted to change the proposal.

5. Compliance/Completeness of the proposal

5.1 The bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the tender documents carefully. Submission of the proposal shall be deemed to have been made after careful study and examination of the document with full understanding of its implications.

5.2 Failure to comply with the requirements of this paragraph renders the proposal non-compliant and the proposal may be rejected. Bidders must:

- a. Comply with all requirements as set out within this tender
- b. Submit the forms as specified in this tender and respond to each element in the order as set out in this tender
- c. Include all supporting documents as specified in this tender

5.3 The proposals must be complete in all respects, indexed and bound. The page numbers must clearly be marked on each page and cross reference be indicated on the index page.

6. Validity of Proposals

Proposals shall remain valid for a period of 90 (ninety) days after the date of proposal opening prescribed in tender. JKFD may solicit the consent to an extension of proposal validity.

7. Conflict of interest

JKFD requires the agency to provide professional, objective and impartial evaluation report and at all times hold the interest of JKFD paramount, strictly avoid conflicts with other assignments / jobs or their own corporate interests and act without any consideration for future work.

8. Fraud and Corruption

8.1 JKFD requires the agency hired through this tender to observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, JKFD defines, for the purposes of this provision, the terms set forth as follows:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of JKFD by any personnel of Bidder in contract execution.
- b. "Fraudulent practice" means a misrepresentation of facts, in order to influence procurement process or the execution of a contract, to JKFD, and includes collusive practice among bidders (prior to or after proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive JKFD of the benefits of free and open competition;

- c. “Unfair trade practices” means supply of services different from what is ordered on, or change in the scope of work, which was given by the JKFD.
- d. “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

8.2 JKFD would:

- i. Reject a proposal for award, if it determines that the bidder recommended for award, has been determined to having been engaged in practices listed at ‘a’ to ‘d’ above.
- ii. Declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for or in executing, the contract.

9. Pre Proposal Queries Clarifications and amendments of tender Document

The prospective bidder, requiring any clarification on tender may contact CEO CAMPA and seek required clarification.

The queries should necessarily be submitted in the following format:

Section/Page No	Content of tender requiring clarification	Change/Clarification Requested

The bidders shall be responsible for ensuring that the queries have been received by JK CAMPA. Any requests for clarifications after the indicated date and time shall not be entertained by JK CAMPA.

The purpose of query clarification is to provide the bidders with information regarding the tender, project requirements, and opportunity to seek clarification regarding any aspect of the tender and the project. However, JKFD reserves the right to hold or re-schedule the process. However, no relaxation or exemption shall be provided to the bidder on any term or condition of the tender for reasons of non-receipt of any clarification.

10. Response to Queries and Issue of Corrigendum

- 10.1 JK CAMPA will endeavor to provide timely response to the queries by uploading in the website. However JK CAMPA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the bidders.
- 10.2 At any time prior to the last date for the receipt of proposals, JKFD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tenderdocument by a corrigendum.
- 10.3 The corrigendum, if any, and clarifications to the queries from all the bidders will be uploaded on the official website of JKFD: www.jkforest.gov.in and / or jktenders.gov.in. Any such corrigendum shall be deemed to have been incorporated into this tender.

11. Process for hiring of services

The proposals received pursuant to this tender will be evaluated as per the criteria specified in this document and the qualified bidder(s) would sign a contract with JKFD which would specify the assignment that the selected bidder is expected to perform.

Evaluation of the proposals shall be carried out in three stages: pre-qualification criteria, technical bid, and financial bid. The pre-qualification criteria, technical and financial bids shall be uploaded to the website jktenders.gov.in. Any proposal or part proposal received after the closing time for submission of proposals shall not be accepted. No amendment to the submitted documents shall be accepted after the deadline.

Any agency that fails to meet the pre-qualification criteria will not be considered for further stages. For the bidders who satisfy the pre-qualification selection criteria, the technical bids will be opened and evaluated in conformity with the provisions of the tender. The financial

proposals shall remain sealed until they are opened publicly. The Technical Evaluation Committee shall not have access to the financial proposals until the technical evaluation is concluded. Financial proposals shall be opened only thereafter.

The bidders who qualify on the basis of technical evaluation would be informed about the date and time of opening of their financial proposals through email, as communicated by the bidders in their proposals by providing the information on jktenders.gov.in.

Highest score system of selection will be applied for this tender, as prescribed in the documents.

12. Preparation of proposal

The bidder shall comply with the following during preparation of the Proposal:

- a. The proposal and all associated correspondence shall be written in English and shall conform to prescribed formats.
- b. The proposal shall be typed or written in indelible ink and shall be signed by the bidder or duly authorized person(s) to bind the bidder to the contract. The proposal should be accompanied by a power of attorney in the name of the authorized signatory of the proposal.
- c. In addition to the identification, the covering letter shall indicate the name and address of the bidder to enable the proposal to be returned in case it is declared late, and for any other matching purposes.
- d. Proposals received by fax or email shall be treated as defective, invalid and rejected. Only duly complete proposals in the prescribed form received on the website (jktenders.gov.in) prior to the closing time and date of the proposals shall be taken as valid.
- e. Bidders are not permitted to modify, substitute, or withdraw proposals after its submission. However, additional information, if any, may be submitted before the date of opening of the bids.
- f. Pre-Qualification, technical and financial proposals should be

submitted as:

- i. Pre-Qualification, technical and financial proposals shall be prepared and copies of these shall be uploaded to the website (jktenders.gov.in).
- ii. Title on each file containing the Pre-qualification, Technical and Financial Proposals are as follows:
 - a. Offer for Third party evaluation of CAMPA works: Pre-qualification Criteria plus Technical Proposal.
 - b. Offer for Third party evaluation of CAMPA works: Financial proposal.

Note: Documents relating to pre-qualification criteria will be submitted together with the Technical Proposal on the website (jktenders.gov.in)

13. Pre-qualification of the agency

The bidders submitting under this tender must fulfill the following Pre-qualification criteria:-

- i. The agency is registered under either of the following Acts:
 - a. Societies Registration Act, 1860, or respective State Act.
 - b. Indian Trusts Act, 1882, or respective State Act
 - c. Companies Act,2013
 - d. University incorporated under State or Central Act
 - e. Or any other relevant Act.

Additionally, autonomous bodies under central or state government and UN organizations are also eligible to apply for this tender.

- ii. The bidder is registered at least three years before applying for this tender.
- iii. The bidder has minimum annual turnover of at least Rs. 20.00 lakhs in each of the last three financial years. The bidder shall submit photocopies of first page of passbook of bank account held in name of the organization, and bank account statement of

previous full month, i.e. 1st to 31st March 2022.

- iv. The proposal should be accompanied with EMD of **Rs. 1,00,000 (Rs 1.0 Lakh)** pledged in favor of Chief Account Officer, O/O PCCF, Jammu and Kashmir in the form of DD from any Nationalized/Scheduled Bank.
- v. Audited accounts for the last three years.
- vi. An undertaking that the bidder is not blacklisted or placed under funding restriction by any Ministry/ Department of Government of India/State Government.
- vii. An undertaking that the bidder has **not** defaulted either in works or in financial progress in any of its works with any Government agency in the last five years or since inception, whichever is less.
- viii. An undertaking that the agency or their employees have no association with JKFD.
- ix. An undertaking from the bidders that the CEO / Director / Members of the top management committee have **not** been convicted in any criminal case in any court of India.
- x. The agency has worked/offered consultancy services/done afforestation related works/ project formulation and monitoring of afforestation related projects during the last five years.

Further, it may be noted that supporting documents of all the above mentioned criteria must be available with the agency at the time of submission of the tender. The documents that need to be attached are mentioned in the format itself (Section 5, Form 2).

Further, JKFD reserves the right to seek additional documents for cross-verification or for any reason whatsoever. The request for such additional documents will be intimated to the agency through e-mail. The agency will provide the same within a week to the CEO. Inability to provide the same will render the bidder ineligible for further consideration.

14. Disqualifications

JKFD may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder, if the bidder has:

- a. Failed to meet the pre-qualification criteria mentioned in the preceding section.
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- d. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- e. Submitted the proposal documents after the prescribed date.
- f. Failed to provide clarifications related thereto, within the timelines, when sought.

15. Pre-Bid Conference

KFD shall hold a pre-bid conference as per the tender schedule date to clarify doubts and address the concerns of the prospective bidders.

16. Submission of Proposals

Bidder shall submit the proposal to the CEO as per the procedure specified in this tender document. The list of documents to be submitted as part of proposal will be in accordance with the formats available in this document.

17. Work Schedule/Payment

Payment shall be strictly on the basis of performance of the agency against the task assigned. The entire task of evaluation of CAMPA works from 2019-20 to 2021-22 for each year shall be completed in a total time period of 06 Months. The time bound milestones shall be as follows:

Month 1: Evaluation Inception Report, gathering office information, meetings, mini workshops, trainings etc.

Month 2 to 5: Field visits and gathering field data

Month 6: Compilation of data, analysis of data, presentation of preliminary evaluation reports, submission of final evaluation report.

The total payment will be made in three instalments, and each instalment will be paid after completion of above said each schedule @ 20%, 50% and 30% respectively. The agency is required to submit periodic reports to the CEO, as per above schedule. The schedule can be changed on request by PCCF. The agency shall make presentation of the work carried out and periodic reports to the JKFD on dates fixed by CEO.

All payments shall be made in Indian Rupees only and in form of Banker's Cheque or crossed Demand Draft in favour of the agency or online transfer (RTGS/NEFT).

18. Evaluation of Proposals

18.1: The PCCF, Jammu & Kashmir will constitute a committee to evaluate the proposals received from bidders. During evaluation of the proposals, the committee may, at its discretion, ask the bidders for clarification on their proposals. However, such clarification would not affect any change in the substance of the proposal.

18.2: The process and criteria to evaluate proposals is given below:-

a) **Evaluation of Pre-qualification criteria**

Conformance to Pre-qualification criteria: Proposals will be checked for conformance to the Pre-qualification criteria stated in the tender. Data provided in the format will be cross-verified with attached documents, wherever attached as laid down in the tender document. Non-conforming proposals will be rejected.

b) **Scoring of Technical Proposal**

Technical proposals will be opened only for those bidders who qualify in the preliminary pre-qualification criterion scrutiny.

Technical proposals of shortlisted bidders would be evaluated and scored on the basis of information provided and documents attached along with the bid. The technical bid will follow points-based evaluation whereby the third party will be evaluated on a 100- point scale. The evaluation under technical bid will be as per following criteria:

(i) Human resource requirement

#	Category of Resource Person	No. of Resource persons
1	Evaluation Expert cum Team leader	01
2	Statistics Expert	01
3	Forest/Environment Expert	06
4	Field Evaluators	12

c) **Qualification:**

❖ **Evaluation Expert cum Team Leader**

- Relevant masters' degree with 5 years of professional experience in project planning management and monitoring and evaluation
- Experience of working on evaluation of forestry / wild life projects with state /central governments
- Demonstrable managerial skills, strong analytical and problem solving skills and good writing skills
- Responsible for overall management of the project, guiding the team in development of evaluation frameworks and carrying out evaluation process

❖ **Statistics Expert**

- Masters' degree in statistics / finance

❖ **Forest/ Environment Expert**

- Post Graduate in Forestry/Science/Environment streams

❖ **Field Evaluators**

- Graduate in Science.

19. Criteria of Technical Bid

Sr. No.	Evaluation Criteria	Scoring Methodology	Maximum Marks
1.	Firms Experience		45
1.1	Experience in Evaluation/ Impact Assessment of Forestry/ Environment/ Climate Change Projects at National and State Levels.	3 projects = 10marks 4 projects = 15 marks 5 and above = 20 marks	20
1.2	Experience in Evaluation of any other Projects	For each project 5 marks subjected to a max of 10marks	10
1.3	Experience in Evaluation of Wild Life Projects	For each project 5 marks subject to a max of 10 Marks.	10
1.4	Experience of working with evaluation projects involving GIS, remote sensing and other modern evaluation tools	For each project 2.5subject to max 5marks.	5
2	Team Members		30
2.1	Team Leader	2 projects = 8 marks, for every additional project 2 marks subject to a maximum of 12 marks	12
2.2	Statistical Expert (1)	2 projects = 4 marks, for every additional project 1 mark, subject to a maximum of 6 marks	6
2.3	Forest/Environment Expert (6)	For each expert 1 project = 1 mark, 2 or more than 2 project = 2 marks, max 2 marks for each expert	12
3	Approach and Methodology		25
3.1	Description of technical approach and methodology and Presentation	Understanding of the project, based on the description of approach and methodology. The presentation to cover work programme and methodology for completion of the assignment.	20
4	Does the organization have an office in Jammu & Kashmir? Description: The agency will be allotted 8 points if ticked 'yes'. Total 8 points	Yes / No If yes, attach relevant proof like electricity bill, lease agreement, etc.	5
			100

Based on the above scoring scheme, the total points scored by the bidder out of a maximum of 100 points will be calculated.

20. Evaluation of Technical Proposal

The technical bid will follow points-based evaluation whereby the bidder will score on a 100- point scale. Based on the scores obtained by the bidder in the technical bid, the bidder with a score of 60 points and above only will be eligible for financial bid. Technical score will carry weightage of 60%.

21. Evaluation of Financial Proposal

Evaluation of the financial proposals submitted by bidders will be done only for those Technical proposals who have technically qualified.

The lowest financial proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other financial proposals will be computed as $S_f = 100 \times F_m / f$, in which S_f is the financial score, F_m is the lowest price and f the price proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores. Financial score will carry weightage of 40%.

22. Right to Accept / Reject Proposal

JKFD reserves the right to accept or reject any proposal, and to annul the proposal process and reject all proposals at any time prior to award of contract, without thereby incurring any liability.

23. Award of Contract

On receiving concurrence and acceptance of proposal for awarding the contract, CEO will notify the successful bidder in writing of the acceptance of this proposal with a request to formally enter into an agreement with the JKFD by signing of a Contract. A copy of the proposed contract shall also be sent to the concerned agency along with the letter of acceptance. The successful bidder shall produce performance bank guarantee/Security Deposit amount equivalent to 10% of successful bid amount in the name of "Chief Accounts Officer O/O PCCF with validity up to one year from the date of signing the agreement. CEO, on behalf of JKFD, will sign the contract as per the agreed format. After signing of the contract, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

24. Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the PCCF, the bidder and the personnel shall not at any time communicate to any person or entity any confidential information acquired during the course of the contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

These general conditions shall apply to the extent that provisions in other parts of the tender /contract do not supersede them. For interpretation of any clause in this tender document or contract, the interpretation of the PCCF shall be final and binding on the Bidders.

2. Relationship between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'JKFD' and 'bidder'. The bidder subject to this contract for hiring of services has complete charge of personnel and sub-bidder, if any, performing the services under the project. The bidders shall be fully responsible for the services performed by them or on their behalf hereunder as also for any liabilities arising out of their performance of services under this assignment.

3. Standards of Performance

The bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The bidder shall always act in respect of any matter relating to this contract as faithful advisor to JKFD. The bidder shall always support and safeguard the legitimate interests of JKFD, in any dealings with an organization. The bidder shall abide by all the provisions / Acts / Rules etc. prevalent in J&K. The bidder shall conform to the standards laid down in this tender document in totality.

4. Delivery and Documents

As per the time schedule agreed between the parties for the work given to the hired bidders from time to time, the bidder shall submit all the deliverables on due date as per the delivery schedule. The bidder shall not without the prior written consent of PCCF disclose the contract to

any person other than an entity employed by JKFD for the performance of the contract. In case of termination of the contract, all the documents used by bidder in the execution of project shall become property of the JKFD.

5. Change Orders

PCCF may, at any time, before completion of work under the contract awarded to the successful bidders, change the work content by increasing / reducing the quantities of the services as mentioned in the contract agreement without creating any liabilities for compensation on any grounds, whatsoever due to this change. In such a case, the bidder will have to perform the service in the increased / decreased quantity at the same contract rates within the time stipulated for providing services.

6. Bidder Personal

The bidder shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specific project assigned by JKFD and as has been stipulated in this tender document. In case of emergent and unavoidable circumstances, the replacement provided by the bidder should be equally competent and eligible as the outgoing personnel.

7. Applicable Law

Applicable law means the laws and any other instruments having the force of law in the UT of Jammu & Kashmir as they may be issued and be in force from time to time. The contract shall be interpreted in accordance with the laws of the Union of India and the UT of Jammu & Kashmir.

8. Intellectual Property Rights

No services covered under the contract shall be sold or disposed by the bidder in violation of any right whatsoever of any third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or

lien. Similarly, the Bidder shall not violate any Intellectual Property Right (IPR), patent, trademark or any other such right of any third party during the performance of this assignment. The IPRs related to this assignment will be held by the JKFD.

9. Indemnity

The bidder shall indemnify the JKFD from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the bidder, JKFD shall be defended in the defense of any proceedings which may be brought in that connection.

10. Governing Language

The contract shall be written only in English language.

11. Assignments

The bidder shall not assign the project to any other agency, in whole or in part, to perform its obligation under the contract.

12. Effectiveness, period and expiration of Contract

The contract shall come into force and effect on the date of signing of the agreement. The period of contract will be determined in the contract. Unless terminated earlier, the contract shall expire on the date specified in the contract.

13. Performance Assessment

During the execution of the assignment, if any of the following problems are found, then a penalty of 2% of the Contract value for each fortnight delay in deliverables may be imposed by JKFD after providing opportunity to the hired agency to present its case:

- i. Quality of deliverable is not up to the mark (till the quality is improved to the required extent)
- ii. Delays in deliverables
- iii. Not assigning adequate resources in time
- iv. Not engaging resources on a dedicated basis, even when required
- v. Assigning resources that do not meet the clients requirements

- vi. Inadequate interaction with the client department.
- vii. The work is either not complete or not completed satisfactorily within six months.

If the delay is beyond 3 months then the JKFD may terminate the agreement and shall be free to get it done from other agency at the risk and costs of the hired agency. JKFD may blacklist the concerned agency and debar the agency for applying for its future assignments also.

The PCCF would create suitable mechanism for evaluation of the work of the agency and assess the progress and achievement against the deliverables specified in the tender document of the assignment periodically.

14. Liquidated Damages

If any of the services performed by the bidder fail to conform to the specifications of the assignment or in the event of the failure of the assignment due to indifferent, non-supportive attitude of the bidder and JKFD decides to abort the agreement because of such failure, then a sum up to 20% of the value of the agreement shall be recovered as liquidated damages from the bidder. Besides, all the payments already done for such service shall also be recovered. This shall be without prejudice to other remedies available under this tender to JKFD.

15. Suspension

JKFD may, by written notice to bidder, suspend all payments to the bidder hereunder if the bidder fails to perform any of its obligations under this assignment including the carrying out of the services, provided that such notice of suspension-

- a. Shall specify the nature of failure.
- b. Shall request the bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the bidder of such notice of failure.

16. Termination

Under this agreement, JKFD may, by written notice terminate the services of the bidder in the following ways-

- a. Termination by default for failing to perform obligations under the agreement or if the quality is not up to the specification or in the event of non-adherence to time schedule.
- b. Termination for convenience in whole or in part thereof, at anytime.
- c. Termination for insolvency if the bidder becomes bankrupt or otherwise insolvent.

In all the three cases, termination shall be executed by giving written notice to the bidder. No consequential damages shall be payable to the bidder in the event of such termination.

17. Force Majeure

Notwithstanding anything contained in this tender document, the bidder shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the JKFD, regarding Force Majeure shall be final and binding on the bidder. If a Force Majeure situation arises, the bidder shall promptly notify the PCCF in writing, of such conditions and the cause thereof. Unless otherwise directed by the PCCF in writing, the bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance, which are not prevented by the Force Majeure event.

18. Resolution of Disputes

In case dispute cannot be resolved amicably, PCCF J&K may appoint an Arbitrator to resolve the issue as per Arbitration & Conciliation Act 1996 whose decision shall be binding to both the parties.

19. Taxes and Duties

The bidder shall fully familiarize themselves about the applicable domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, GST, duties, fees, levies etc.) on contract amount payable by JKFD under the agreement. The bidder shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

20. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts in Jammu/Srinagar.

21. Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Agreement or specific conditions mentioned in this tender are met with regard to delivery of such notice, request or consent.

SECTION IV: SCOPE OF WORK (SOW)

1. Background

This section deals with the scope of work for hiring of services of agency to evaluate and monitor CAMPA works implemented in the UT of Jammu & Kashmir for the period 2019-20 to 2021-22, as specified in this tender.

- a) The works executed in all Forest Divisions of the UT of J&K by Forest Department (Territorial) and allied Departments, namely, Wildlife Protection Department, Social Forestry Department, Soil and Water Conservation Department, J&K Forest Research Institute, Ecology, Environment and Remote Sensing Department and Forest Protection Force under different components of CAMPA during 2019-20 to 2021-22.
- b) Major activities include plantations, management of wildlife and its habitat, soil and water conservation, development of infrastructures, demarcation and capacity building activities carried out under CAMPA during the year 2019-20 to 2021-22. Works executed under CAMPA are located all over the UT of J&K, in all Forest Divisions.
- c) Division-wise no. of plantation closures formed and area treated by forest and allied departments under CAMPA during FY 2019-20, 2020-21 & 2021-22 is as under:

Statement Showing area treated and No. of Closures made by implementing agencies during from the year 2019-20 to 2021-22 under CAMPA

Name of Circle	2019-20 Total		2020-21 Total		2021-22 Total	
	Area (In Ha)	No. of Closures	Area (In Ha)	No. of Closures	Area (In Ha)	No. of Closures
Jammu Region						
Jammu	169.00	14	600.00	60	464.00	32
Ramnagar	75.00	32	344.80	47	182.00	12
Billawar	260.00	29	192.97	22	202.00	12
Basohli	149.00	12	258.00	10	176.00	13
Udhampur	262.00	57	650.00	33	241.00	15
Kathua	310.00	17	233.50	24	221.00	44
Samba	128.00	11	200.00	18	180.00	15
ETF	120.00	11	125.00	10	188.00	10
Rajouri	319.00	35	528.00	66	208.00	18
Nowhsera	211.00	21	335.00	28	278.00	19
Reasi	423.00	27	303.00	22	194.00	16
Mahore	125.00	24	351.00	19	269.00	14
Poonch	349.00	38	491.00	45	428.00	32

Name of Circle	2019-20 Total		2020-21 Total		2021-22 Total	
	Area (In Ha)	No. of Closures	Area (In Ha)	No. of Closures	Area (In Ha)	No. of Closures
Batote	234.60	28	683.70	40	234.00	9
Bhaderwah	397.14	32	739.78	36	190.00	12
Doda	85.00	10	195.00	16	246.00	14
Kishtwar	130.00	8	616.00	34	633.00	30
Marwah	199.00	14	504.00	50	400.00	26
Ramban	155.23	19	150.65	16	200.00	23
NH1A	50.00	7	106.00	10	90.00	0
Total CCF Jammu	4150.97	446	7607.40	606	5224.00	366
Kashmir Region						
Kehmil	42.00	2	93.44	7	173.44	14
Karmraj	58.40	6	137.00	7	235.00	19
Langate	30.00	2	100.00	5	172.20	11
JV Baramulla	45.00	4	120.07	12	144.00	11
Sindh	60.50	5	149.50	7	278.00	6
PP Budgam	104.00	5	230.00	9	210.00	6
Tangmarg	37.00	2	74.00	4	85.00	5
Bandipore	63.00	5	140.00	7	113.00	6
Lidder	106.29	6	115.91	7	149.00	7
Kulgam	34.00	2	95.00	5	151.00	6
Shopian	25.00	2	125.00	5	207.00	10
Anantnag	69.00	4	115.00	6	166.00	10
Awantipora	45.00	1	86.00	2	200.00	5
Total CCF Kashmir	719.19	46	1580.92	83	2283.64	116
Agrostology Circle						
Agro. Jammu	157.00	15	132.20	19	247.00	23
Agro. Kashmir	90.00	9	156.00	11	468.00	19
Total	247.00	24	288.20	30	715.00	42
Central Circle						
Leh	0.00	0	0.00	0	0.00	0
Kargil	0.00	0	0.00	0	0.00	0
Plg. & Publicity	0.00	0	80.11	6	75.00	6
MFP	103.00	7	75.00	4	110.00	3
Total	103.00	7	155.11	10	185.00	9
Social Forestry Department	0.00		0.00	0	0.00	0
SF Srinagar	31.20	13	0.30	3	82.16	0
SF Baramulla	39.00	13	65.00	12	142.90	0
SF Kupwara	33.50	6	85.00	7	104.00	0
SF Anantnag	41.00	3	75.30	10	111.00	0
SF Pulwama	30.75	4	48.45	5	112.00	0
SF Doda	37.22	15	133.90	23	174.26	0
SF Ramban	77.00	18	110.50	13	191.00	0
S.F Udhampur	78.54	25	159.06	23	128.60	0
SF Jammu	38.48	33	154.02	14	157.14	0
SF Kathua	162.50	18	160.50	13	38.96	0
SF Poonch	81.50	18	112.50	11	188.00	0
SF Rajouri	85.80	19	117.00	10	188.50	0
Total SF Department	736.49	185	1221.53	144	1618.52	0
Wildlife Protection Department	400.00	30.00	400.00	30.00	400.00	30.00
WUCMA	0.00	0	230.00	7	150.00	3
Soil and Water Conservation Department	174.00	18	988.27	133	0.00	0
Kandi Areas of Jammu Region	0.00	0	0.00	0	166.00	12
Grand Total	6530.65	756	12471.43	1043	10742.16	578

d) Summary of works executed under CAMPA during FY 2019-20, 2020-21 & 2021-22 is as under:

S:No	Year	Component							
		Area Treated (In Hectares)	Fencing (In lakh rft)	Nursery (No. in lakh)	Planting (in lakh)	Soil Conservation Works			Demarcation work (No. of Boundary Pillars installed)
						DRSM (In Cum)	Crates (In Nos)	WHS/ Ponds (In Nos)	
1	2019-20	6636	23.14	55.36	37.06	13679	1204	21	2879
2	2020-21	12474	40.58	79.82	67.78	48330	2293	132	7176
3	2021-22	11731	32.72	52.18	69.01	37264	2592	378	9669

e) The agency is required to deploy well qualified staff for carrying out physical inspection of works done in accordance with approved estimates, and assess quality, quantity and effectiveness of fencing, plantation, soil conservation and other works, and estimate survival percentage of plantation works and natural regeneration, in a time bound manner.

f) The technical proposal should contain detailed methodology for monitoring & evaluation within timeframe.

2. Role of Agency

The agency is expected to evaluate CAMPA works executed by JKFD and allied departments. The specific roles of the agency are the following:

1. **For evaluation purpose, the sampling of CAMPA works will be a minimum of 30% of each component of work (i.e. plantation, soil conservation works, infrastructure works, etc.) in each forest division for each year and 100% enumeration shall be carried out in the selected unit.**
2. (a) Within the closure selected through sampling status of natural regeneration of principal tree species, (b) status of root stock regeneration and (c) number of existing trees shall also be assessed using appropriate sampling methodology.
3. Collect data required from concerned Range Office, DFO, CF and CCF office, or any other forest & allied department office as per requirement of evaluation format.
4. Visit all concerned forest areas physically verify 100% of the works in the selected unit and record CAMPA works in prescribed evaluation format.
5. Use suitable instruments like GPS, measuring tape, etc. to

- physically verify CAMPA works.
6. Interview concerned officials, like Forest Range officer, DCF, CF and CCF, or as per the needs of the project.
 7. Prepare and submit periodical reports.
 8. Evaluation deliverables consist of a comprehensive report after analyzing the data, along with relevant photographs, based on physical verification so that meaningful inferences can be drawn about the quality and quantity aspects of different categories of works executed under CAMPA **for each year**.
 9. Preliminary evaluation report should be made available to JKFD and a presentation is to be made as and when required before the PCCF/CEO, before submitting final report.
 10. At least two photographs from different angles / views per site should be submitted in a Compact Disc (CD)/Pen drive.
 11. Incorporate and revise the report based on comments received on draft report.
 12. Complete all activities in the assignment within the time period as per MoU.
 13. Four copies of preliminary report and 50 copies of final report should be made available to JKFD.

3. Role of JKFD

JKFD intends to play the following role in relation to the hiring of reputed and qualified agency to evaluate CAMPA works:

1. JKFD will provide the necessary support to hired bidder in terms of providing information, plantation journals, maps, measurement books, and all relevant registers/ records pertaining to the CAMPA works. The travel and field support of personnel will not be provided by JKFD.
2. JKFD will monitor the work of the bidders and suggest changes and mid-course corrections, if required.
3. JKFD may verify the data collected by the bidder. For this purpose, it may specify a particular methodology for data collection.

SECTION V: SAMPLE FORMATS

JKFD invites the proposals from bidders for evaluation of CAMPA activities, as listed in preceding sections. The hiring of agencies would be done by examining the pre-qualification proposal and technical proposals before opening the financial proposal. There would be following categories for submission of Formats:

- a. Pre-qualification and Technical proposal
- b. Financial proposal formats

Note: Documents relating to pre-qualification criteria and Technical bid will be submitted together with "Technical bid"

The following are the standard response formats to be used by the bidders:

Sr. No.	Form No.	Detail
1.	Form 1	Covering Letter for Hiring of services of agency
2.	Form 2	Pre-qualification criteria
3.	Form 3	Technical Bid
4.	Form 4	Financial bid

Form 1 – Covering Letter for Hiring of Services of agency
(On Bidder's letterhead)

Date:

Proposal Reference No.

To,
CEO, CAMPA
Jammu & Kashmir State Forest Department,
Van Bhawan, Below Gumat, Jammu, 180001.

Sub: Proposal for 'Hiring of Third Party – CAMPA Evaluation'

Sir,

1. Having examined the tender, we / I, the undersigned, offer to submit a Proposal for 'Hiring of Third Party – CAMPA Evaluation', in full conformity with the said RFP.
2. We / I have read the provisions of tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We / I agree to abide by this proposal, consisting of this letter, the pre-qualification, technical and financial proposal, the duly notarized written power of attorney (if applicable), and all attachments, for a period of 90 days from the date fixed for submission of proposals as stipulated in the tender document and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
4. Until the formal final contract is prepared and executed between us, this proposal, together with your written acceptance of the proposal and your notification of award, shall constitute a binding contract between us.
5. We / I hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
6. We / I understand you are not bound to accept any proposal you receive.
7. We / I confirm that our authorized representative has signed all pages of this TENDER as acceptance of all conditions of the TENDER document. All documents attached by us in our proposals have also been signed by our authorized representative as an attestation of their authenticity. The financial proposal has been prepared separately as desired and duly signed.
8. The Letter of Authorization (if applicable) is also attached herewith.
9. We / I undertake to engage eligible experts/ resource persons as mentioned in the proposal.

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and designation of signatory:

Duly authorized to sign this Proposal for and on behalf of [name of bidder]

Name and Address of Third party:

Form 2 – Pre-qualification Criteria

Basic Information

Full name of organization _____

Contact Person _____

Full address _____

Divisional _____ State _____ Pin _____

Telephone / Mobile Nos. _____

Fax No. _____

Email _____

Pre-qualification Criteria

Registration status of organization (tick and attach copy)

- Society registered under Societies Registration Act, 1860, or respective State Act
- Trust registered under Indian Trusts Act, 1882, or respective State Act
- Company registered under Companies Act, 2013
- University incorporated under State or Central Act
- Autonomous body under central or state government
- UN organization
- Unregistered

Date of registration / establishment _____

Provide annual turnover of organization and number of employees in the last three financial years.

The agency will attach copies of report of audited accounts of last three Financial Years (provisional for the last financial year), first page of pass book of bank account held in name of the organization, and bank account statement of one full previous month, i.e. 1st to 31st of one month prior to date of issuance of RFP.

The party will provide the following information in the table below:

Sr. No.	Information sought	Response
1.	Has any Ministry/ Department of Government of India/State Government blacklisted or placed the organization under funding restriction?	Yes / No
2.	Has the organization defaulted either in works or in financial progress in any of its works with any Government agency in last 5 years or since inception, whichever is less?	Yes / No
3.	Has the CEO / Director / Members of the top management committee been convicted in any criminal case in any court of India?	Yes / No
4.	Whether a scanned copy of DD for EMD is enclosed? (No need to send the DD for EMD to JKFD)	Yes/No DD No. Date: Amount:

PI provide copy of work orders, abstract evaluation report and publications by the bidder.

Signature

In the capacity of

Duly authorized to sign Proposal for and on behalf of

Date.....

Place.....

Form 3 – Technical Bid

Sr. No.	Evaluation Criteria	Documents/proof required
1.	Firms Experience	
1.1	Experience in Evaluation/Impact Assessment of Forestry/Environment/Climate Change Projects at National and State Levels.	1.Detail of projects 2. Project period 3. Work order 4. Completion certificate 5. Achievement if any
1.2	Experience in Evaluation of any other Projects	1.Detail of projects 2. Project period 3. Work order 4. Completion certificate 5. Achievement if any
1.3	Experience in Evaluation of Wildlife Projects	1.Detail of projects 2. Project period 3. Work order 4. Completion certificate 5. Achievement if any
1.4	Experience of working with evaluation projects Involving GIS, Remote Sensing and other modern evaluation tools	1.Detail of projects 2. Project period 3. Work order 4. Completion certificate 5. Achievement if any
2	Team Members	
2.1	Team Leader	Self attested CV
2.2	Statistical Expert (1)	Self attested CV
2.3	Forest/Environment Expert (6)	Self attested CV
3	Approach and Methodology	
3.1	Description of technical approach and methodology and Presentation	
4	Does the organization have an office/branch in Jammu & Kashmir?	Proof of office along with address

Kindly disclose any conflict of interest:

1. Is any Board member/staff of the organization related to JKFD?

Yes No

2. Does any Board member/staff of the organization have personal or business affiliation with any JKFD employee?

Yes No

Signature

In the capacity of

Duly authorized to sign Proposal for and on behalf of

Date.....

Place.....

Form 4 – Financial Bid

Instructions (read carefully):

1. The Bidders are required to submit their 'Financial bids' in the following format only.
2. The financial bid should be in Rupees chargeable per tender for carrying out all the activities as defined in the scope of work and other parts of the tender.
3. The Financial bid should be inclusive of the cost incurred on successfully and effectively conducting of any activity and material involved in the activity. JKFD will not bear any cost incurred over and above the amount mentioned in the financial bid.
4. Cost incurred by the bidder on his overheads and related expenditure would be deemed to have been included in the financial bid.
5. The Financial bid should be one figure inclusive of all applicable taxes, The JKFD will not be responsible for any liabilities related to this assignment of any nature except for payment of the figure quoted herein (after deductions like TDS, any penalties, etc.) if the bidder's proposal is accepted.

Amount in Figures	Amount in Words

Note: Details of breakup of cost estimates should be enclosed.

This amount is inclusive of all taxes, other liabilities and payments that may arise from time to time.

The bidder undertakes to claim no more than this amount as charges for providing services as listed out in this tender.

Signature

In the capacity of

Duly authorized to sign Proposal for and on behalf of

Date

Place

Schedule 1 – Draft Memorandum of Understanding

1. This Memorandum of Understanding made this day of between..... (hereinafter called "**The Agency**", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators) of the one part and the Jammu & Kashmir Forest Department (herein after called "**JKFD**" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the agency has agreed with the JKFD to provide required services set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and Memorandum of Understanding (contract) appended herewith and at the rates set forth in column 6 of form4.
3. Now these present witness:
 - a. In consideration of the payment to be made by the JKFD through_____at the rates set forth in the Schedule hereto appended, the agency will duly provide the said articles set forth in_ and_____thereof in the manner set forth in the conditions of the tender and contract.
 - b. The conditions of the tender and contract for open tender enclosed to the tender notice No._____ dated_____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
4. The JKFD do hereby agree that if the approved bidder shall duly provide the services in the manner aforesaid observe and keep the said terms and conditions, the JKFD will through pay or cause to be paid to the agency at the time and the manner set forth in the said conditions, the amount payable for each and every payment milestone.

The mode of Payment will be as specified in the tender.
5. The delivery of services shall be effected and completed within the period agreed to as per the tender and the proposal submitted by the agency pursuant to this tender
6. In case of extension in the delivery period of services with liquidated damages, the recovery shall be made in conformity with relevant provisions of this tender.

Note: Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the JKFD and the decision of the JKFD shall be final.

In witness whereof the parties hereto have set their hands on the day
of..... 2022.

Signature of the authorized
representative of Agency

Name

Designation

Signature for and on behalf of JKFD

Name

Designation: CEO, CAMPA

Witness No. 1

Signature

Name

Designation

Witness No.2

Signature

Name

Designation

Schedule 2

Evaluation Formats of CAMPA Works Basic information for each site

The following format will be used by the agency to evaluate CAMPA works.

Division		Forest Range	
Forest Beat			
Compartment No.			
Location	Lat. – Long. -		
Year of Plantation/Activity			
Area of Plantation/Activity recorded in Ha, or in other unit		Actual area using GPS of activity taken	
Name of Evaluator		Designation of Evaluator	
Dates of Evaluation			

Schedule 3

Evaluation Formats of CAMPA Works

Quantitative Aspects

Physical Verification of Activities

(10% of works will be evaluated based on random selection)

I. A. Fencing(for each Plantation unit sampled)

Barbed wire Fence					
Barbed wire Fence Id / No.	Length in Measurement Book	Actual Length in field	% variation (+/-)	Present status – Intact / Worn out	Effectiveness of the Fence (V. effective / moderately effective / not effective)

Chain Link Fence					
Chain Link Fence Id / No.	Height X Length in Measurement Book	Actual Size (Height X Length) in field	% variation (+/-)	Present status – Intact / Worn out	Effectiveness of the Fence (very effective/moderately effective/not effective)

B. Plantation

Plot No.	GPS coordinates of center of plot	Species	No. of Plants planted	Condition of plants		Avg. height of live plants (in cm)
				No. of live plants	No. of dead plants	

* Details of regeneration / saplings of native species.

Summary Sheet (to be prepared based on above table)

Species	No. of plants planted	No. of surviving plants	No. of Natural Regeneration plants	Average height of live plants (in feet)

II. Soil and water conservation measures (100% of such works will be evaluated from Measurement Books in the selected unit)

DRSM/Crate/WHS			
DRSM/ Crate Id / No.	Size (Width * Depth * Length) in Measurement Book	Actual Size (Width * Depth * Length) in field	% Variation (+/-)

III. Wildlife Habitat Improvement

Wildlife Habitat Improvement				
Habitat development Id/ No.	Area (Width * Length) In Measurement Book	Actual Size (Width * Length) in Field	% variation (+/-)	Remarks Presence or indirect signs – pellet, dung, nests, sighting record of all works done in Wildlife Habitat Improvement

IV. Civil Works

Building Works (Office, Residential quarter, Barricade, Forest camp, Pump house, etc.)	
Building Id	Good / Fair / Poor
Site Location	Good / Fair / Poor
Serving the intended purpose	Good / Fair / Poor
Structurally sound and free of cracks	Good / Fair / Poor
Free of dampness and leakage	Good / Fair / Poor
Overall finish and look	Good / Fair / Poor

V. Equipment

Equipments and Vehicles status				
Sr. No.	Equipment	Total No. purchased	No. of Working units	No. of non-functional units
1	Computer			
2	GPS			
3	Lab Equipments			
4	Vehicle			
5	Other specify			
	Total			

Note:- This information needs to be collected at divisional office level only.

VI. Comments on the internal monitoring.

a. What kind of reporting mechanism is put in place?

Whether reports are periodically / regularly submitted?

b. Internal monitoring comments.

VII. Whether the work site [registered online at http://egreenwatch.nic.in/?](http://egreenwatch.nic.in/)

(Yes / No)

VIII. Protection and maintenance of assets created.

The agency should analyze the kind of measures including watch and ward taken to protect the assets created under CAMPA. The quantity equality of such measures and their effectiveness to be brought out.

IX. Maintenance of records

- Nursery journal
- Plantation journal
- Measurement books

X. Programme constraints & Limitations

- Constraints / limitation / funds flow/
- Suggestion for management

Schedule 4

Evaluation Formats of CAMPA Works (for each sampled site)

- 1) Whether site selected for the project was good.
- 2) Whether species planted at the site was suitable.
- 3) Economic benefit (fodder/fuelwood/NTFP/_____) to local inhabitants.
- 4) Overall outcome/impact of the project on the local people/watershed.
- 5) Any other comment.

Schedule 5

Evaluation Formats of CAMPA Works

Critical Comments of Third Party

1. Project constraints/limitations

What were the constraints /limitations faced by the project authority based on evaluator? Specify_____)
_____)

2. Suggestions for improvement

Whether there is any scope of improving the project output?

Specify_____)
_____)

Whether the project authorities have felt any need of improving upon any particular activity on methodology?

Specify_____)
_____)

Whether the people of the project area feel any need to improve any particular aspects of the project

Specify_____)
_____)

Whether the project should be continued on the same lines or some modifications are necessary

Specify_____)
_____)

Any other relevant recommendation

Specify_____)
_____)

Name and Signature(s) of evaluator(s):-

Report – Executive Summary

- Background
- Programme title & objectives
- Programme components & description
- Items of work
- Programme implementing agencies & the hierarchy
- Project area, location
- Quantitative & qualitative analysis of work completed
- Achievements–Extent
- Summary of findings of evaluation with grading (The agency will provide clean, consistent & coherent justification in a concise manner for the grading of the work along with parameters identified for the same).