



**Letter of Invitation**

No. 1-62/2019/BCC/ICFRE

Dated: 13/10/2022

To

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Dear Madam/ Sir,

Indian Council of Forestry Research and Education (ICFRE), Dehradun is implementing the CAMPA funded scheme on Execution of REDD+ Readiness in India. ICFRE now invites request for proposals to provide the following consulting services (hereinafter called "Services"): Design, development, deployment, commissioning of REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+ including go-live. More details on the Services are provided in the Terms of Reference.

A firm will be selected under the Quality Cum Cost Based Selection (QCBS) method and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the GFR Guidelines. The RFP includes the following documents:

1. Introduction
2. Objectives of this RFP
3. Scope of work
4. Terms of reference
5. Terms and conditions
6. Instructions to bidders
7. Period of contract
8. Performance bank guarantee
9. Termination of contract
10. Penalty
11. Payment terms
12. Confidentiality and security
13. Indemnification and limitation of liability
14. Force majeure
15. Dispute resolution
16. Applicable law
17. Formats

Details on the proposal's submission date, time, bid submission procedures/ mode, and address are provided in the DATA SHEET.

Yours sincerely,

-sd-

Assistant Director General  
(Biodiversity and Climate Change Division)  
ICFRE, Dehradun

### DATA SHEET

S. No.	Key Information	Details
1	Assignment Title	Design, development, deployment, commissioning of REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+ including go-live
2	Purchaser	Indian Council of Forestry Research and Education
3	Location	Dehradun
4	Bid Submissions	GeM Portal, <a href="https://gem.gov.in/">https://gem.gov.in/</a>
5	Technical Bid	GeM Portal, <a href="https://gem.gov.in/">https://gem.gov.in/</a>
6	Financial Bid	GeM Portal, <a href="https://gem.gov.in/">https://gem.gov.in/</a>
7	Method of Selection	<p>The evaluation of proposals shall be done on Quality Cum Cost Based Selection (QCBS) method based on the final weighted score.</p> <p>Only the Bidders matching the prequalification criteria will be selected for further evaluation</p> <p>The technical proposal shall be evaluated based on technical evaluation as mentioned under 'Technical Proposal Evaluation Criteria'. Each responsive proposal will be given a Technical Score (Ts). Technical weightage (Tw) will be 70%</p> <p>The proposal with the lowest cost (Fm) shall be given financial score (Fs) of 100 points. The financial scores of other proposals shall be computed as follows:  <math>F_s = 100 \times F_m / F</math>                      where F = Amount of Financial Proposal</p> <p>Financial Weightage (Fw) 30%</p> <p>Combined Quality and Cost Evaluation: The total score shall be obtained by weight the combined quality/technical and cost scores and adding them, as:  <math>S = T_s \times T_w + F_s \times F_w</math></p>
8	EMD/ Bid Security	EMD/ Bid Security Rs. 18,000/- only in the form of Demand Draft in favour of ICFRE Security Money EMD Account Payable at Dehradun
9	Validity for EMD/ Bid Security	90 days from bid submission date
10	Performance Security	10% of the cost discovered through tender process
11	Tender Processing Fee	Nil
12	Bid Availability	RFP can be downloaded from the <a href="https://icfre.gov.in/tenders">https://icfre.gov.in/tenders</a> or <a href="https://gem.gov.in">https://gem.gov.in</a>

13	Date of publication of tender document	13/10/2022 at <a href="https://icfre.gov.in/tenders">https://icfre.gov.in/tenders</a> or <a href="https://gem.gov.in">https://gem.gov.in</a>
14	Last date of submission of queries	NIL
15	Final submission of bids	24/10/2022 at 17:00 hrs.
16	Opening of Technical Bids	25/10/2022 at 11:00 hrs.
17	Opening of Financial Bids	26/10/2022 at 11:00 hrs.
18	Issue of Work Order	Within One (1) week of opening of Financial bid
19	Address for Communication	Assistant Director General (BCC) Indian Council of Forestry Research and Education Room No. 42 P.O. New Forest, Dehradun - 248 006 (Uttarakhand) Phone No. 0135-2750296, 0135-2224823 Email: <a href="mailto:adg_bcc@icfre.org">adg_bcc@icfre.org</a>

## 1. INTRODUCTION

REDD+ is one of the climate change mitigation options in developing countries for reducing emissions from deforestation and forest degradation, conservation of forest carbon stocks, sustainable management of forests, and enhancement of forest carbon stocks. REDD+ is now widely accepted as climate change mitigation option under United Nations Framework Convention on Climate Change (UNFCCC). In accordance with the Conference of Parties decisions of UNFCCC, developing country parties seeking financial support for implementation of REDD+ activities need to develop national strategy or action plan, national forest reference emission level and/or forest reference level, robust and transparent national forest monitoring system and a system for providing information on how the safeguards are being addressed and respected throughout the implementation of the REDD+ activities. Safeguards have been identified as an important tool to ensure the effective implementation of REDD+ actions and to avoid, or at least minimize negative governance, social, and environmental impacts. REDD+ activities should promote and support the following set of seven social and environmental safeguards which are also known as the “Cancun safeguards”:

- Actions complement or are consistent with the objectives of national forest programmes and relevant international conventions and agreements;
- Transparent and effective national forest governance structures, taking into account national legislation and sovereignty;
- Respect for the knowledge and rights of indigenous peoples and members of local communities, by taking into account relevant international obligations, national circumstances and laws, and noting that the United Nations General Assembly has adopted the United Nations Declaration on the Rights of Indigenous Peoples;
- The full and effective participation of relevant stakeholders, in particular indigenous peoples and local communities;
- Actions are consistent with the conservation of natural forests and biological diversity, ensuring that REDD+ activities are not used for the conversion of natural forests, but are instead used to incentivize the protection and conservation of natural forests and their ecosystem services, and to enhance other social and environmental benefits;
- Actions to address the risks of reversals, and
- Actions to reduce displacement of emissions.

Safeguard Information System provide the information on how all Cancun Safeguards are addressed and respected throughout implementation of REDD+ actions. A country approach to safeguards is a country-led process to respond to Cancun Safeguards, in a way that is harmonious with national policy goals, by building on existing governance arrangements, including policies, laws and regulations, institutional arrangements and information systems. ICFRE has developed the Safeguards Information System (SIS) for REDD+ on behalf of the Ministry of Environment, Forest and Climate Change, Government of India. Information on

addressing and respecting of REDD+ safeguards will be collected periodically for preparation of summary of safeguards information. Summary of information on safeguards will be prepared at national level for final submission to UNFCCC by the Govt. of India to get result based payment for REDD+ activities.

## **2. OBJECTIVES OF THIS RFP**

To engage a qualified and experienced agency having experience in the field of design, development and maintenance of websites. The agency shall be required to design, develop, deploy and commission the REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+.

## **3. SCOPE OF WORK**

The main scope of the assignment is designing, development, deployment and commissioning of the REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+. REDD+ learning and knowledge sharing platform will provide necessary knowledge and literature on all the aspects of REDD+ which will be helpful in sharing the knowledge on REDD+ as well as also helpful in building the capacity of State Forest Departments and other stakeholders on REDD+. Web based SIS module will be helpful in collection of information/ data on REDD+ safeguards for preparation of summary of information on safeguards. REDD+ learning and knowledge sharing platform and web-based module on safeguards information system will be user-friendly and will be developed through open source genuine software. The scope of the assignment will include security audit, go live and training(s) for the State Forest Departments on use of the REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+.

The development approach should conform to the best practices in the website development in line with Government of India Guidelines for Indian Government Websites. It should ensure the following:

- Adherence to commonly accepted standards and practices, including W3C compliance.
- Using latest website design technologies with acceptability on all current user technology platforms; browsers, operating systems and client systems.
- The agency shall also get the website audited by STQC or equivalent for guidelines for Government websites compliance.

Training: The consultant shall provide hands-on training to designated staff in basic web module management, so that simple publishing and editing can be performed independently. The initial training shall be held physically at Dehradun. Subsequent training may be organized in hybrid mode.

Also provide comprehensive documentation of the application including application architecture, description of the interfaces, description of the data model, database table structure, user manual etc.

The consultant shall ensure that the web portal is Security Audited as per applicable guidelines prior to Go-Live. The agency to provide the security features for Protection against defacement and hacking of the application, and design and updates should incorporate security features to protect the site from session hijacking, SQL injection, cross scripting, denial of service etc.

The ownership of all source code of the web module and the entire data hosted on the web module in all forms including data, audio/video content, graphics, text, animations etc., rests only with ICFRE.

#### **4. TERMS OF REFERENCE**

**1. Description of Assignment:** Design, development, deployment, commissioning of REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+ including go-live

**2. Procuring Entity's Organisation Background:** The Indian Council of Forestry Research and Education (ICFRE), an autonomous body of the Ministry of Environment, Forest and Climate Change, Government of India, carries out its programs on forestry research, education and extension through a network of its nine Institutes and five centres spread across the various geographic zones in the country. It carries out research programs through a network of its nine Institutes (Forest Research Institute, Himalayan Forest Research Institute, Tropical Forest Research Institute, Arid Forest Research Institute, Institute of Forest Productivity, Rain Forest Research Institute, Institute of Forest Biodiversity, Institute of Wood Science and Technology,) and Institute of Forest Genetics and Tree Breeding) and its five centres (Forest Research Centre for Eco-Rehabilitation, Forest Research Centre for Skill Development, Forest Research Centre for Bamboo and Rattan, Forest Research Centre for Livelihood Extension and Forest Research Centre for Coastal Ecosystem) located across length and breadth of the country. More details are available on ICFRE website ([www.icfre.gov.in](http://www.icfre.gov.in)).

**3. Assignment Background:** REDD+ is one of the climate change mitigation options in developing countries for reducing emissions from deforestation and forest degradation, conservation of forest carbon stocks, sustainable management of forests, and enhancement of forest carbon stocks. REDD+ is now widely accepted as climate change mitigation option under United Nations Framework Convention on Climate Change (UNFCCC). In accordance with the Conference of Parties decisions of UNFCCC, developing country parties seeking financial support for implementation of REDD+ activities need to develop following mandatory elements:

- A national strategy or action plan
- A national forest reference emission level and/or forest reference level
- A robust and transparent national forest monitoring system
- A system for providing information on how the safeguards are being addressed and respected throughout the implementation of the REDD+ activities

Safeguards have been identified as an important tool to ensure the effective implementation of REDD+ actions and to avoid, or at least minimize negative governance, social, and environmental impacts. REDD+ activities should promote and support the following set of seven social and environmental safeguards which are also known as the “Cancun safeguards”:

- Actions complement or are consistent with the objectives of national forest programmes and relevant international conventions and agreements;
- Transparent and effective national forest governance structures, taking into account national legislation and sovereignty;
- Respect for the knowledge and rights of indigenous peoples and members of local communities, by taking into account relevant international obligations, national circumstances and laws, and noting that the United Nations General Assembly has adopted the United Nations Declaration on the Rights of Indigenous Peoples;
- The full and effective participation of relevant stakeholders, in particular indigenous peoples and local communities;
- Actions are consistent with the conservation of natural forests and biological diversity, ensuring that REDD+ activities are not used for the conversion of natural forests, but are instead used to incentivize the protection and conservation of natural forests and their ecosystem services, and to enhance other social and environmental benefits;
- Actions to address the risks of reversals and
- Actions to reduce displacement of emissions.

Safeguard Information System provide the information on how all Cancun Safeguards are addressed and respected throughout implementation of REDD+ actions. A country approach to safeguards is a country-led process to respond to Cancun Safeguards, in a way that is harmonious with national policy goals, by building on existing governance arrangements, including policies, laws and regulations, institutional arrangements and information systems.

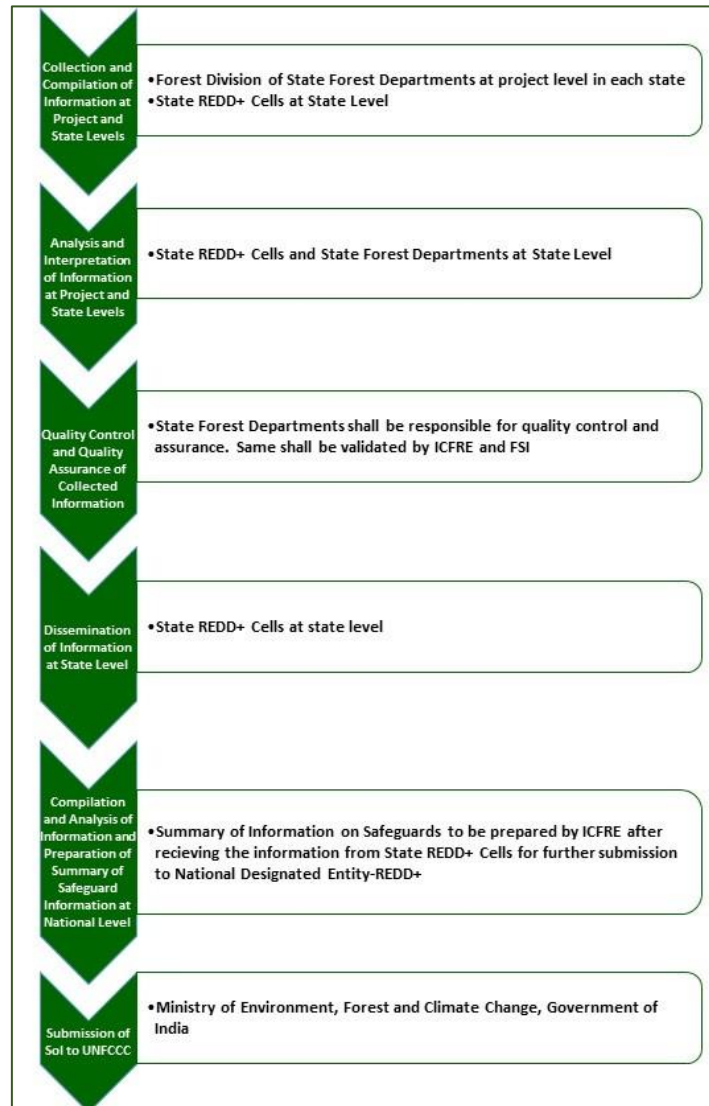
ICFRE has developed the Safeguards Information System (SIS) for REDD+ on behalf of the Ministry of Environment, Forest and Climate Change, Government of India. Information on addressing and respecting of REDD+ safeguards will be collected periodically for preparation of summary of safeguards information. Summary of information on safeguards will be prepared at national level for final submission to UNFCCC by the Govt. of India to get result based payment for REDD+ activities. Reporting formats for collection of the information/ data have been developed and attached as an Annexure.

*Institutional Arrangements for Collection, Compilation, Analysis and Interpretation of Information on Safeguards:* Institutional arrangements for collection, compilation and analysis of information/data on REDD+ safeguards are given in the following flow chart:

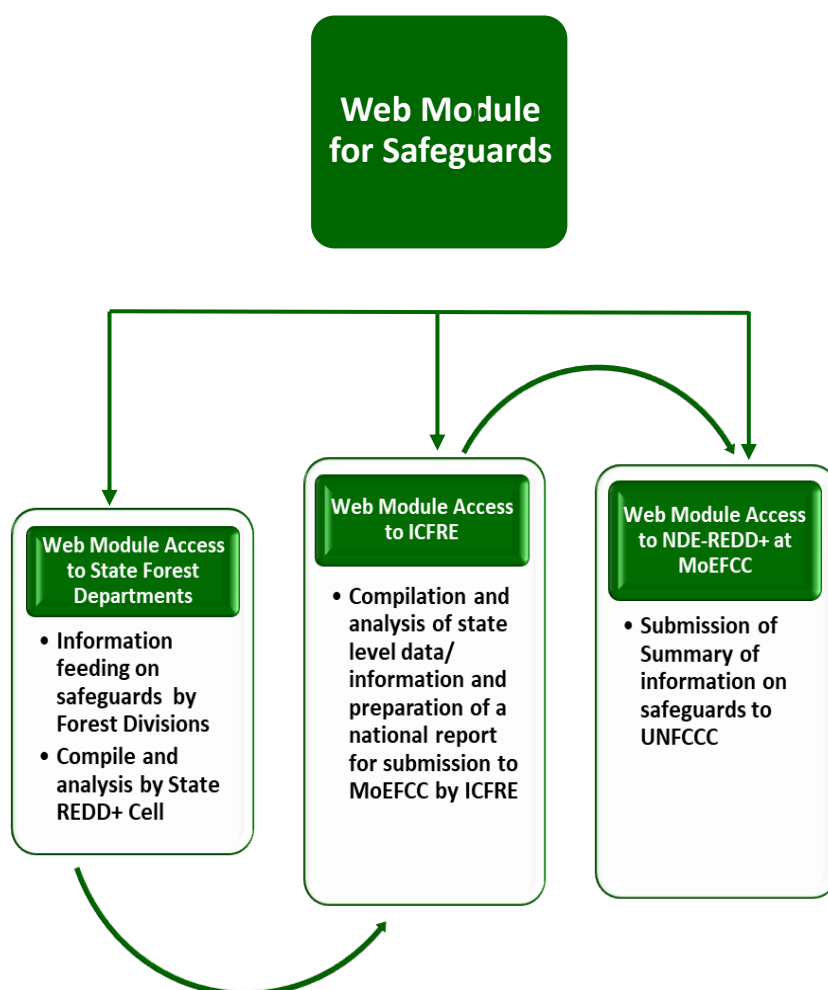
ICFRE has to develop a REDD+ learning and knowledge sharing platform and web-based SIS module as a part of the CAMPA funded ICFRE scheme on Execution of Readiness Activities for Implementation of REDD+ in India.



REDD+ learning and knowledge sharing platform will provide necessary knowledge and literature on all the aspects of REDD+ which will be helpful in sharing the knowledge on REDD+ as well as also helpful in building the capacity of State Forest Departments and other stakeholders on REDD+.



Web based SIS module will be helpful in collection of information/ data on REDD+ safeguards for preparation of summary of information on safeguards. The State REDD+ Cells will provide necessary information/ data on REDD+ safeguards through web-based computer module. Further, online access of state wise data shall be given to the ICFRE for further compilation, analysis and interpretation of data at national level and preparation of the summary of safeguards information for submission to the NDE-REDD+ at Ministry of Environment, Forest and Climate Change, Government of India. Use of web-based computer module will help in avoiding duplication of information as well as quality control of the data. This will not only reduce the resources, efforts and time but also improve work efficiency and transparency in collection of information on safeguards. An outline of the web-based computer module on Safeguards Information System:



**4. Statement of Purpose/Objectives:** To design, develop, deploy and commission the REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+.

**5. Statement of Assignments Outcomes:** Designing, development, deployment and commissioning of the REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+ including security audit and go live.

**6. Detailed Scope of Work and Time-lines:**

*a. Tasks, Activities, dependencies, bar chart and Gantt Chart, Milestones:* The main scope of the assignment is designing, development, deployment and commissioning of the REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+. REDD+ learning and knowledge sharing platform will provide necessary knowledge and literature on all the aspects of REDD+ which will be helpful in sharing the knowledge on REDD+ as well as also helpful in building the capacity of State Forest Departments and other stakeholders on REDD+. Web based SIS module will be helpful in collection of information/ data on REDD+ safeguards for preparation of summary of information on safeguards. REDD+ learning and knowledge sharing platform and web-based

module on safeguards information system will be user-friendly and will be developed through open source genuine software. The scope of the assignment will include security audit, go live and training(s) for the State Forest Departments on use of the REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+.

*b. Place of Assignment and Touring Requirements if any: Dehradun (Uttarakhand)*

*c. Length and Duration of assignments: 60 days*

**7. Team Composition and Qualification Requirements for the Key Experts:** The Consultant must have been in operation for a minimum of 03 years with professional experience in developing web-based applications related to forestry/ natural resource management. Details of team composition and qualification requirements for the key Experts for the assignment are as under:

S. No.	Key Experts	Qualifications and Experiences
1	Team Leader	<ul style="list-style-type: none"> <li>• Post-Graduation in in Computer Science or IT</li> <li>• Minimum 5 years of experience in developing web modules, websites and databases related to forestry.</li> <li>• Proven experience in developing MIS at national level.</li> </ul>
2	Software Expert	<ul style="list-style-type: none"> <li>• Graduation in Computer Science or IT</li> <li>• Minimum 3 years of experience in developing web-based applications.</li> </ul>

*The successful Consultant (consulting firm) may engage more experts, if required to fulfill the assignment in a time bound manner on his own, without any additional financial implications on ICFRE. Sub-contracting shall not be permitted.*

**8. Capacity Building, Training and Transfer of Knowledge, if any:** Final REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+ submitted by the consultant shall be the sole property of ICFRE and ICFRE shall have copyright to the same. Consultant will provide the training on application of REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+ to the State Forest Departments and other stakeholders in hybrid mode and also develop and provide the training manual. All the passwords, keys, codes, addresses and knowledge shall be transfer to ICFRE.

**9. Deliverables, Reporting Requirements and Time Schedule for Deliverables:**

1. Inception report within 10<sup>th</sup> days of contract signing.
2. Rough REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+ within 30<sup>th</sup> days from contract signing.
3. Final REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+ within 50<sup>th</sup> days from contract signing.

4. Training of State Forest Departments and other stakeholders on the use of REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+

**10. Background material, Data, reports, records of previous surveys and so on, to be provided to the consultant:**

All the relevant documents, data and information required for developing REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+ shall be provided to the consultant.

**11. Facilities such as local conveyance, office space, office machines, secretarial assistance, utilities, local services, etc. which would be provided to the consultant by the Procuring Entity: NIL**

**12. Institutional and organisational arrangement:**

*a. Counterpart Project Manager and Team: Principal Investigator/ Scientist, BCC Div., ICFRE*

*b. Consultancy Management Committee:*

- 1) ADG (BCC), ICFRE: Chairman
- 2) Head, Information Technology Division, ICFRE: Member
- 3) Scientist, Information Technology Division, ICFRE: Member
- 4) P.I./ Scientist, BCC Div., ICFRE: Member Secretary

*c. Chain of Command for reporting: ADG (BCC), ICFRE*

**13. Procedure for review of the work of consultant after award of contract:** Periodically review the progress of the consultant against the deliverables shall be done by the Consultancy Management Committee.

## **5. TERMS AND CONDITIONS**

### **General Terms and Conditions**

- Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications.
- Any clarifications from ICFRE or any change in requirement shall be posted on [www.icfre.gov.in](http://www.icfre.gov.in) and <https://gem.gov.in>. It shall be the sole responsibility of the bidder to check for any changes of aforementioned website before submitting the bids.
- ICFRE shall not be responsible for non-receipt/ non-delivery of the bid documents due to any reason whatsoever.
- The bidder shall indicate the complete address of the Firm and work along with the name(s) of the contact person(s) and their telephone/ Fax /Mobile Nos.(s) and other particulars as per Schedule-II.

- An EMD of Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft or Bank Guarantee drawn on any nationalised bank in favour of ICFRE Security EMD Account payable at Dehradun shall be deposited as a part of qualifying bid of the Tender. The EMD shall be returned to bidders upon finalisation of the successful bidder and award of the contract. No interest shall be payable on the EMD by ICFRE. The EMD submitted by the bidder may be forfeited at any stage, if the bidder backs out of the bidding process after submitting the bids to ICFRE or fails to accept the work order issued to the firm.
- The bid prices for Contract be quoted in the BOQ only.
- Acceptance of the bid shall be communicated to the successful bidder by a formal Letter of Intent.
- Within thirty days of issue of Letter of Intent the successful bidder shall:
  - Sign a contract with ICFRE for Design, Development, Implementation and Maintenance of Portal for Safeguards Information System for REDD+ in India.
  - Furnish a Performance Bank Guarantee (as per the Schedule-I) issued by a Nationalised Bank in favour of Account Officer, ICFRE, Dehradun, having validity of six months beyond the date of expiry of the Contract, for an amount equivalent to 10% of the total contract value.
  - Immediately after finalisation of the Contract, the vendor shall start design and development work.
  - Commencement of Assignment shall be as per the Contract Agreement formalized with the successful firm.
- In case the consultant/ consulting Firm is found in breach of any condition(s) of tender, at any stage, legal action as per rules/laws, shall be initiated against the consultant/ consulting Firm and EMD/Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three years.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by ICFRE. Any notification of preferred Bidder status by ICFRE shall not give rise to any enforceable rights by the Bidder. ICFRE may cancel this tender at any time prior or after the signing of agreement.
- ICFRE, without assigning any reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.
- The decision of ICFRE arrived during the various stages of the evaluation of the bids is final and binding on all bidders.
- Conditional bids are not acceptable and shall be summarily rejected.
- The onus of providing the correct information/ documents lies on the bidder. The

bidders shall ensure that all information/ documents submitted by it are correct. Upon verification, evaluation/ assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total bid shall be summarily rejected.

- ICFRE will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender.
- ICFRE may terminate the tender process at any time and without assigning any reason. ICFRE may, by written notice send to the Agency; terminate the work order, in whole or in part at any time of its convenience. The notice of termination will specify, the extent to which performance of work under the work order is terminated, and the date upon which such termination becomes effective. ICFRE reserves the right to cancel the remaining part and pay to the agency the amount for partially completed Services.
- All bidders agree with ICFRE for honoring all aspects of fair-trade practices in executing the work orders placed by ICFRE.
- In the event of Agency or the concerned division of the Firm being taken over /bought over by another Firm, all the obligations and execution responsibilities under the agreement with the ICFRE, should be passed on for compliance by the new Firm in the negotiation for their transfer.
- In case if Agency is found in breach of any condition(s) of tender or work order, at any stage during the course of service, appropriate action as per rules/laws, may be initiated against the Agency and Security Deposit shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with ICFRE.
- The bidder shall be solely responsible for discharge of all the legal obligations/ statutory requirements under various labor legislations as may be in force from time to time so far as the workmen engaged by him for this work are concerned. Such engaged manpower or the bidder will have no right or claim of any kind from ICFRE.
- ICFRE shall remain the owner of all the content conceptualized, created, and implemented by the agency under this RFP. All intellectual property rights in the content whether in tangible or intangible form shall belong to ICFRE and the agency has no right to assign, license, sell, or use any content conceptualized, created and implemented under this RFP and/ or acFirming Master Service Agreement to any third party under any circumstances. All the content conceptualized, created and implemented by the agency whether in tangible or intangible form shall bear relevant copyright notices in the name of ICFRE. The agency shall take all such appropriate legal actions to safeguard violation of ICFRE's intellectual property rights, if any.

## Special Terms and Conditions

- The application shall be designed and developed as per TOR or any changes as per requirement.
- Application should be developed in PHP/MySQL/ other open source software.
- A complete User as well as Admin dashboard should be developed by firm as per requirements of ICFRE.
- Necessary reports should be developed in the application and should be able to export to in pdf/excel formats as and when required.
- The work must be carried out as per consultations/discussions/suggestions given by IT Division/BCC Division, ICFRE.
- Application source code, database and any other contents related to application would be supplied to BCC Division, ICFRE. The source code should have proper documentation.
- Design Document and User manual for operating application must be provided in pdf as well as doc file.
- Application must be compatible with all the latest versions of the browsers like Internet Explorer, chrome, firefox etc. The application must be compatible with Linux and Window OS.
- Design and development of application should be completed within 3 months after signing the contract.
- Maintenance of application is initially for 5 years after successful deployment of application / Go-Live of the application.
- During testing for initial release, User acceptance testing and implementation of application the firm's representative / developer should be available on-site.

## 6. INSTRUCTIONS TO BIDDERS

**Availability of Tender Documents:** The tender document is available at <https://icfre.gov.in/tenders> or <https://gem.gov.in>. Prospective bidders desirous of participating in this tender may view and download the tender documents free of cost from the above-mentioned website. At any time prior to the last date for receipt of bids, ICFRE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment/corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. The amendment/corrigendum will be notified at the above-mentioned websites, which will be binding on the prospective bidders to consider for quoting.

ICFRE reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. ICFRE will not be under obligation to give clarifications for doing the aforementioned.

**Compliant Proposals/ Completeness of Response:** The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.

1. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:

- Include all documentation specified in this RFP;
- Follow the format of this RFP and respond to each element in the order as set out in this RFP
- Comply with all requirements as set out within this RFP.

2. Undertaking for subsequent submission of any of the required documents will not be entertained under any circumstances

3. Time Schedule: As per DATA SHEET. No Bid will be accepted after the expiry of the above-mentioned time schedule. In order to allow bidders a reasonable time to take the amendment/corrigendum(s) into account in preparing their bids, ICFRE, at its discretion, may extend the deadline for the submission of bids.

4. Bidding Cost: The bidder shall bear all costs associated with the preparation and submission of their bids. ICFRE will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.

5. Right to Terminate the Process: ICFRE reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of Work Order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by ICFRE.

6. Fraud and Corruption: ICFRE requires that the applicant (agencies) engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s)/work order(s). ICFRE will reject the bid document, if the applicant (agency) recommended for contract, is determined by ICFRE of engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of ICFRE or any personnel during the tenure of contract.
- "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to ICFRE, and includes collusive



practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive ICFRE of the benefits of free and open competition.

- “Unfair trade practices” means supply of services different from what is ordered on or change in the Scope of Work which was agreed to.
- “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of contract.
- “Collusive practices” means a scheme or arrangement between two or more applicants with or without the knowledge of the ICFRE, designed to establish prices at artificial, non-competitive levels.

ICFRE will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any work assigned during the period of the contract.

**Validity of Bids:** The bids shall be valid for a period of not less than 120 days from the last date of bid submission. A proposal valid for a shorter period shall be rejected as nonresponsive.

#### **Earnest Money Deposit (EMD) / Bid Security**

- Bidders shall submit, along with their Proposals, an EMD of as per the pre-qualification criteria, in the form of a demand draft in favor of ICFRE Security EMD Account OR Bank Guarantee (in the format specified in Annexure 3 - Format For Bank Guarantee for Earnest Money Deposit) issued by a commercial bank payable at Dehradun, and should be valid for the period of bid validity from the due date of the RFP.
- The EMD shall remain valid for a period of 90 days from the date of submission of proposal.
- The bid security of all unsuccessful bidders will be refunded by ICFRE within 30 days of signing of agreement with the successful bidders. The EMD of successful Bidder would be returned upon submission of Performance Bank Guarantee.
- The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- Proposals not accompanied with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- The EMD may be forfeited in the event of:

- a. A Bidder withdrawing its bid during the period of bid validity
- b. A successful Bidder failing to sign the subsequent contract in accordance with this RFP
- c. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
- d. A Proposal containing deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

### **Preparation and Submission of Proposal**

- a. Online bids are to be submitted under two Cover systems i.e. Cover 1 and Cover 2. All the pages of bid being submitted online must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- b. The proposal should not have any interlineations or overwriting except as necessary to correct errors made by the concerned themselves, in which cases such corrections must be initialed by the person or persons authorized to sign the proposal. No Financial Bid items pertaining to this tender shall be submitted as part of the qualifying documents and/or in the technical bid stage. In case of violation of this condition, the bid shall be rejected and no communication shall be entertained in this matter.
- c. The completed proposal must be submitted mandatorily online at GeM portal (<https://gem.gov.in>) after going through the terms and conditions given thereof. The offers submitted by Fax/email/offline shall not be considered and no correspondence shall be entertained in this matter.
- d. The tender is not transferable. Sub-contracting is not permitted.
- e. Validity of offer shall be 120 days from the last date of submission of bids.
- f. While submitting the bid, the bidder shall be deemed to have read, understood and accepted all the terms and conditions stated in this Tender Document.
- g. Assistant Director General (BCC), ICFRE reserves the right to reject any or all tenders without assigning any reasons.
- h. Conditional bids are liable to be rejected.

### **Cover 1. Technical Bid**

#### **A. Qualifying Documents**

The qualifying documents should be uploaded in GeM portal (<https://gem.gov.in>) as indicated below. The authorized representative of Tenderer/Bidder has to sign the following

documents on each page and the scanned copy of the documents in pdf format to be uploaded in GEM portal for qualifying in the bidding process:

- a) EMD of Rs 20000/- (Rupees Twenty Thousand only) in the form of Demand Draft in favour of ICFRE Security Money EMD Account payable at Dehradun as EMD along with the tender submitted and the scanned copy of the same shall be uploaded in the GEM Portal for records and reference. The hardcopy of Demand Draft towards EMD shall be sent to ADG (BCC), Room No 42, ICFRE HQ, Dehradun-248006 and must be received on or before the last date/time of bid submission.
- b) The bidder should be a registered entity
- c) The bidder should be in the business of developing applications / portal. The bidder must have implemented at least three application/ portal in last three financial years (and out of which two must be for government organisations. The Completion Certificates or Purchase Orders need to be enclosed.
- d) The bidder should have minimum cumulative annual turnover of Rs. 10 lakh during the last three financial years.
- e) Bidders should have experience of successful completion of design, development & maintenance of web-based application for any Govt. Dept. (State / Central Government etc.).
- f) Copy of Firm's Registration / Partnership Deed / Power of Attorney.
- g) GSTN/PAN/TAN allotted to the Firm
- h) Authorisation for signing the tender documents.
- i) This tender document duly signed by the authorized signatory on every page.
- j) Particulars of the Firm as per Annexure-I.
- k) Bid Proposal Sheet as per Annexure-III.
- l) Any bidder, who is already debarred / blacklisted by any departments/ organisations for non-performance or any other reason, is not eligible to participate. An undertaking to this effect in the letterhead of the firm need to be submitted.

*Note: Bids shall be submitted online only at GeM portal: <https://gim.gov.in>. Manual bids will not be accepted.*

In absence of scanned and signed copy of required qualifying items as specified above - the tender would be considered as invalid.

#### **B. Technical Documents**

Assignment of similar nature and magnitude successfully completed during last three years as per Annexure-IV. Enclose copies in work order and documents in support of rendering

satisfactory services of the assignments detailed in the schedule. Similar assignments undertaken in Government Organisations shall be given preference during evaluation.

### **Cover 2: Financial Bid**

- a) The financial proposal must be submitted in the Schedule of financial bid in the form of BoQ separate for each item - though the GeM portal: <https://gem.gov.in>. The format of the Schedule of financial bid is also mentioned at Annexure-V.
- b) Full details of business terms and conditions, e.g. levies, octroi etc., if any other information relevant to the services may please be indicated clearly.
- c) Prices shall be quoted in Indian rupees and without taxes. The taxes may be indicated separately in the bid and will be payable as per the Government Law. Any change in government taxation policy will be applicable.
- d) TDS /GST shall be made as per Income Tax Laws.

**Consortium and Sub-Contracting:** The bidder should be either a Firm (single legal entity) or a consortium of companies. In case of consortium, the applicant consortium shall submit a valid agreement among the members.

### **Bid Opening Sessions**

- ICFRE reserves the rights at all times to postpone or cancel a scheduled bid opening.
- The bids will be opened, in three sessions, one for bid security and eligibility proposal, second for Technical proposals of those bidders who qualify the eligibility Criteria and third for Financial proposals of those bidders who qualify the Technical Criteria, in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- One authorized representative of each of the bidders would be permitted to be present at the time of opening of bids.
- The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for ICFRE, the bids shall be opened at the same time and location on the next working day. However, if there is no representative of the bidder, ICFRE shall go ahead and open the bid of the bidders.
- During bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished. Bids not conforming to such preliminary requirements will be rejected.

### **Evaluation Process**

- ICFRE will constitute Tender Evaluation Committee to evaluate the responses of the Bidders. The Committee shall evaluate the responses to the RFP and all supporting

documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.

- The decision of the Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- ICFRE may seek clarifications from the bidder on the eligibility, technical and financial proposal:
  1. ICFRE may seek any specific clarifications or missing document(s) to meet the tender requirement during the eligibility/technical evaluation stage. Irrespective of date of issuance of such document, the document submitted under clarification should be complying with the tender conditions before last date of submission of bid. If there is any lack of clarity in the submitted documents, ICFRE may ask concerned bidder representative to be present physically to prove their eligibility.
  2. ICFRE may call for clarifications/missing document(s) from the bidders and bidders has to submit the documents within 02 working days.
  3. If the bidder fails to respond, within the stipulated time period or the clarification(s)/documents submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the clarification(s)/ document(s) and the bid will be summarily rejected.
  4. The request for clarification/missing document(s) shall be in writing and no change in quoted prices or substance of the bid shall be sought, offered or permitted. No postbid clarification at the initiative of the bidder shall be entertained.
  5. All such clarifications will be sent to the contact person of the bidder indicated in their proposal by email. All the bidders shall share the additionally asked documents/clarifications via email on or before the particular date and time as mentioned in the email seeking additional documents/clarification. All documents/ clarifications received up to particular date and time shall be considered as a part of the offer and evaluated along with the tender. No document/ clarification shall be accepted after the particular date and time as mentioned in the email.

**Criteria for Evaluation**

**Eligibility Evaluation Criteria:** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified. The prequalification criteria are as mentioned below. All the bidders need to submit relevant documents.

S. No.	Basic Requirement	Specific Requirements	Documents required
1.	Legal Entity	Should be a registered entity	Certificate of

		Registered with the Income Tax Authorities Should have been operating for the last three years.	registration Copy of PAN Card* Self-certified letter by the authorized signatory on bidder's letter head for last three years operation*
2.	Turnover	The bidder should have a minimum turnover of Rs. 10 Lakh during the last three Financial Years (FY 2019-20,2020-21, 2021-22).	Audited financial statements for the last three financial years.  OR Certificate from the statutory auditor
3.	Blacklisting	The bidder should not be blacklisted by any Central / State Government / PSU as of date of submission of this bid.	Self-certified letter by the authorized signatory
4.	Technical Capability- Website Development	In the last 5 years, the bidder must have designed, developed and maintained a minimum of 3 websites/ web module/ portal related to forestry/ natural resource management.	The bidder must submit work orders for design, development and maintenance of a minimum of 3 websites/ web module/ portal related to forestry/ natural resource management.
5.	Earnest Money Deposit	Bidder shall submit an EMD of Rs. 20,000/- along with the proposal. The bidders shall submit original copy of the EMD at office of ADG (BCC), ICFRE, Dehradun before the due date of submission.	EMD of requisite amount

### Technical Evaluation Criteria

- ICFRE will review the technical bids of the short-listed bidders to determine whether the technical bids are as per the requirements laid down. Bids that are not in accordance with the requirements and qualifications are liable to be disqualified at ICFRE's discretion.
- Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an overall Technical score of 60 or more will qualify for opening of Financial bids. Failing to secure minimum marks shall lead to rejection of the Bid and Bidder.
- The technical qualification criteria are as mentioned below. The bidders need to submit documents and supporting documents for Technical Evaluation Criteria.

S. No.	Criteria	Marks
a)	Firms with relevant experience (including similar jobs in hand) and ISO Certification, if any.	40
b)	Technical qualifications and software development experience of the key staff proposed for project	30
c)	Availability of software development resource deployed for the similar project including maintenance	30
<b>Total Score for Technical Proposal</b>		100

The technical proposal shall be evaluated based on technical evaluation as mentioned under 'Technical Proposal Evaluation Criteria'. Each responsive proposal will be given a Technical Score (Ts). Technical weightage (Tw) will be 70%

*Note: The proposal must score at least 60 points out of 100 in the technical evaluation to be considered for financial evaluation.*

### **Financial Evaluation Criteria**

1. The Financial Bids of technically qualified bidders will be opened in the presence of bidder's representatives. The date, time and venue of opening of financial bid will be communicated to the technically qualified bidders separately and/or posted in the eProcurement website.
2. If a firm quotes NIL charges, the bid shall be treated as unresponsive and will not be considered.
3. The proposal with the lowest cost (Fm) shall be given financial score (Fs) of 100 points. The financial scores of other proposals shall be computed as follows:  

$$Fs = 100 \times Fm/F$$
where F = Amount of Financial Proposal  
Financial Weightage (Fw) 30%
4. Only fixed price financial bids indicating total price for all the deliverables, if any, and services specified in this bid document will be considered.
5. The bid price will include all taxes and levies and shall be in Indian Rupees.
6. Any conditional bid would be rejected.
7. Errors and Rectification: If there is a discrepancy between words and figures, the amount in words will prevail".

### **Overall Evaluation**

1. The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
2. The bidder securing the highest Composite Bid Score (i.e. Rank 1) will be adjudicated as

the most responsive Bidder for award of the Project/Assignment.

Combined Quality and Cost Evaluation: The total score shall be obtained by weight the combined quality/technical and cost scores and adding them, as:

$$S = T_s \times T_w + F_s \times F_w$$

## **7. PERIOD OF CONTRACT**

The selected bidder will be required to submit a signed copy of the RFP as an acceptance of the terms and conditions laid down by ICFRE, failing which the offer will be treated as withdrawn and EMD forfeited. After signing of the RFP document, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

The period of contract will be for an initial period of three (3) years after the deployment of website, extendable for a further two years (i.e. total 5 years) subject to a yearly review. ICFRE shall be free to curtail the contract period at any time during the period of agreement, without assigning any reason.

## **8. PERFORMANCE BANK GUARANTEE**

All incidental charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee (PBG) shall be borne by the selected bidder. The PBG may be discharged/ returned by ICFRE / ICFRE upon being satisfied that there has been due performance of the obligations of the bidder under the work orders. However, no interest shall be payable on the security deposit or the performance bank guarantee. The bidder shall submit PBG within 15 days from the issue of Work Order. The PBG should remain valid for a period of 6 months from the date of issue of Work Order. The bidder shall submit a PBG of an amount of 10% of the contract value.

The agency shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project. In case the agency fails to submit performance guarantee within the time stipulated, ICFRE / ICFRE at its discretion may cancel the order placed on the agency without giving any notice. ICFRE / ICFRE shall invoke the performance guarantee in case the agency fails to discharge their contractual obligations during the period.

## **9. TERMINATION OF CONTRACT**

1. ICFRE may, terminate this Work Order by giving the Agency a 30 (Thirty) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
  - a. ICFRE is of the opinion that there has been such event of default on the part of the Agency which would make it proper and necessary to terminate this Contract and



may include failure on the part of the Agency to respect any of its commitments with regard to any part of its obligations under this Contract.

- b. The Agency has failed to commence the provision of Services or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
- c. In the event of the quality of Staffing Personnel and/or services as per the Scope of Work under the Contract with ICFRE not found acceptable by ICFRE.
- d. The Agency has neglected or failed to observe and perform all or any of the term's acts, matters or things under this Contract to be observed and performed by it.
- e. The Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of ICFRE.
- f. The Agency has been declared insolvent/bankrupt.

## 2. Consequences of Termination

- a. ICFRE shall have the right to carry out the unexecuted portion of work either by itself or through selecting other agencies.
- b. In the event of termination of this Contract, ICFRE shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Agency shall be obliged to comply with.
- c. In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by ICFRE, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Agency, the Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by ICFRE.
- d. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Agency or due to the fact that the survival of the Agency as an independent corporate entity is threatened/has ceased, ICFRE shall pay the Agency for that part of the Services which have been authorized by ICFRE and satisfactorily performed by the Agency up to the date of termination. Without prejudice any other rights, ICFRE may retain such amounts from the payment due and payable by ICFRE to the Agency as may be required to offset any loss may be caused to ICFRE as a result of any act/omissions of the Agency.
- e. ICFRE may take possession of the works and all deliverables of the Agency and use or employ the same for completion of the work or employ any other Agency or other person or persons to complete the works. The Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions,

other Agencies or other persons employed for completing and finishing or using such deliverables.

- f. When the Contract is terminated by ICFRE for all or any of the reasons mentioned above, the Agency shall not have any right to claim compensation on account of such termination.

## 10. PENALTY

- a) The Agency shall perform its obligations in a professional manner. In case of delay in execution of the assigned work by the agency, ICFRE may impose penalty as per rule. If the delay is beyond stipulated time, then ICFRE may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agency. ICFRE may debar and blacklist the agency for applying in its future contracts also.
- b) If any of the services performed by the agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with ICFRE), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the agency and ICFRE decides to abort the contract because of such failure, then a sum up to 10% of the value of the contract may be recovered from the agency. This shall be without prejudice to other remedies available under law and this agreement with ICFRE.

## 11. PAYMENT TERMS

The Agency shall raise invoice as per the rates agreed in the agreement. The payment schedule is as follows:

S. No.	Milestone	Payment
1	Submission of Inception Report	30% of the contract values
2	Successful completion of Design, development, deployment, commissioning of REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+	50% of the contract values
3.	Go live including security audit	20% of the contract values

- The cost also includes security audit of the portal. The cost will be borne by the vendor.
- No claim on account of GST, sales tax, service tax, work contract tax or any other taxes and duties presently in force for the services / material used for execution of the work awarded under the contract, will be entertained by ICFRE and all such taxes and duties shall be borne by the Vendor himself.

- The ICFRE shall deduct such taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of the contract agreement.
- The payment is subject to TDS as per Income Tax Rules / Laws.

## **12. CONFIDENTIALITY AND SECURITY**

1. The agency and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contractor business or operations of ICFRE or its clients without the prior written consent of ICFRE.
2. The agency will ensure that no information about the software / hardware / policies of ICFRE etc. is taken out in any form including electronic form or otherwise, by the manpower posted by them.
3. Additionally, the agency shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
4. ICFRE shall retain all rights to prevent, stop and if required take the necessary punitive action against the agency regarding any forbidden disclosure.
5. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - a. information already available in the public domain;
  - b. information which has been developed independently by the Agency;
  - c. information which has been received from a third party who had the right to disclose the aforesaid information;
  - d. Information which has been disclosed to the public pursuant to a court order.
6. Any handover of the confidential information needs to be maintained in a list, containing at the very minimum the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
7. Notwithstanding anything to the contrary mentioned hereinabove, the agency shall have the right to share the work order provided to it by ICFRE in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

## **13. INDEMNIFICATION AND LIMITATION OF LIABILITY**

1. The agency (the "Indemnifying Party") shall undertake to indemnify, hold harmless ICFRE (the "Indemnified Party") from and against all claims, liabilities, losses, expenses

(including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.

2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
3. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
  - a. Indemnified Party's misuse or modification of the Service;
  - b. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
  - c. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- a. Procure the right for Indemnified Party to continue using it
- b. Replace it with a non-infringing equivalent
- c. Modify it to make it non-infringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

4. The indemnities set out above, shall be subject to the following conditions:
  - a. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - b. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

- c. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
  - d. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
  - e. all settlements of claims subject to indemnification under this Clause will:
    - i. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
    - ii. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
  - f. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
  - g. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
  - h. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
  - i. if a Party makes a claim under the indemnity set out above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
5. The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out above.
6. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those

set-forth in above) even if it has been advised of their possible existence.

7. The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

#### **14. FORCE MAJEURE**

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, ICFRE may at its option, terminate the contract. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. ICFRE shall however, be responsible to pay the Agency for the services successfully rendered to the satisfaction of ICFRE under the work orders/ purchase orders issued pursuant to the contract.

#### **15. DISPUTE RESOLUTION**

Except where otherwise provided in the contract all questions and disputes whatsoever in any way arising out of or relating to the contract or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the Contract or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Director General, Indian Council of Forestry Research & Education, (DG, ICFRE) Dehradun on his behalf at the time of dispute. There shall be no objection to any such appointment that the arbitrator so appointed is an employee of ICFRE, or government servant or that he/she had to deal with the matters to which the contract

relates or that in the course of his/her duties as an employee of ICFRE, or government servant, he had expressed views on all or any of the matters in dispute of differences. The arbitrator to whom the matter is originally referred being transferred or vacating his/her office or being unable to act for any reason, shall be replaced by another person as decided by DG, ICFRE, to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his/her predecessor. It is also a term of this contract that no person other than a person appointed by the Director General, ICFRE should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

The Bidder and ICFRE shall endeavor their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the contract.

In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the third to be appointed by the Department of Information Technology, Government of India.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## **16. APPLICABLE LAW**

The work-order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All disputes in this connection shall be settled in Delhi jurisdiction only.

**PROFORMA FOR PERFORMANCE SECURITY**

(To be formulated on the Rs. 100/- non-judicial stamp paper by the issuing bank)

Ref : \_\_\_\_\_ Bank Guarantee : \_\_\_\_\_

Date : \_\_\_\_\_

Dear Sir,

In consideration of Indian Council of Forestry Research and Education, Dehra Dun (Hereinafter referred as the 'ICFRE', which expression shall, unless repugnant to the context of meaning thereof include its successors, Administrators and assigns) having awarded to M/s \_\_\_\_\_ (hereinafter referred to as the vendor, which expression shall, unless repugnant to the context of meaning thereof include its successors, Administrators and assigns) resulting in a Contract Valued for \_\_\_\_\_ hereinafter called the 'Contract' .

We \_\_\_\_\_ (Name of Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, Administrators executors and assigns) do hereby guarantee and undertake to pay the ICFRE immediately on demand an or, all amount payable by the firm to the extent of \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_ any demur, reservation, contest, resource or protest and / or without any reference to the firm. Any such demand made by the ICFRE on the Bank shall be conclusive and binding notwithstanding any difference between the ICFRE and firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the ICFRE discharges this guarantee.

The ICFRE shall have the fullest liberty without affecting in any way the liability of the Bank under the Guarantee, from time to time to vary the advance or to extend the time of performance of the Contract by the firm. The ICFRE shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise or any powers vested in them of any right which they might have against the vendor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the ICFRE and firm any other course or remedy or security available to the ICFRE. The bank shall not be relieved of its obligations under these presents by any exercise by the ICFRE of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the ICFRE or any other indulgence shown by the ICFRE or by any other matter or thing whatsoever which under lay would but for this provision have the effect of relieving the Bank.



The Bank also agrees that the ICFRE at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the vendor and notwithstanding any security or other guarantee that the ICFRE may have in relation to the firm's liabilities.

Notwithstanding anything contained herein above our liability under the guarantee is limited to \_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_ and shall extend from time to time for M/s \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this day of \_\_\_\_\_ 2022 at \_\_\_\_\_

Signature & Seal of Authorised Signatory of Bank

**PARTICULARS OF THE FIRM**

1. Name of the Firm/firm : \_\_\_\_\_
2. Head / Regd. Office Address : \_\_\_\_\_
  - a) Postal with Pin : \_\_\_\_\_
  - b) Fax. No. : \_\_\_\_\_
  - c) Telephone No. (s) : \_\_\_\_\_
  - d) E-mail Address : \_\_\_\_\_
  - e) Website Address : \_\_\_\_\_
3. Former name of Firm/firm (if any): \_\_\_\_\_
4. Dehradun Office Address , if any : \_\_\_\_\_
  - a) Postal : \_\_\_\_\_
  - b) Fax. No. : \_\_\_\_\_
  - c) Telephone No.s (s) : \_\_\_\_\_
  - d) E-mail Address : \_\_\_\_\_
5. Type of Organization : Individual / Partnership / Incorporated
6. Service Centre Details:
  - a) Postal Address : \_\_\_\_\_
  - b) Contact Person (s) : \_\_\_\_\_
  - c) Fax No. : \_\_\_\_\_
  - d) Telephone No. (s) : \_\_\_\_\_
  - e) Mobile No. : \_\_\_\_\_
  - f) Working Hours : \_\_\_\_\_
  - g) E-mail Address : \_\_\_\_\_
7. Year of establishment : \_\_\_\_\_
8. Amount of EMD deposited
  - a) DD No.: \_\_\_\_\_
  - b) Name of Bank : \_\_\_\_\_
  - c) Amount : \_\_\_\_\_

- d) Date : \_\_\_\_\_
- 9. Period of validity of tender : \_\_\_\_\_
- 10. Details of supporting documents enclosed : \_\_\_\_\_  
: \_\_\_\_\_
- 11. Name and address of the authorized signatory / contact person for this tender : \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_
- 12. Whether letter of Authority for attending bid opening enclosed with tender? : \_\_\_\_\_
- 13. Whether PAN certificate attached? : \_\_\_\_\_
- 14. GSTN: \_\_\_\_\_

Signature of Bidder :.....

Name : .....

Seal : .....

Date :

Place :

**BID PROPOSAL SHEET**

Tenderer's Proposal Reference No. and Date: \_\_\_\_\_

Tenderer's Name &amp; Address: \_\_\_\_\_

Person to be contacted: \_\_\_\_\_

Designation: \_\_\_\_\_

Telephone No. E-mail: Fax No: \_\_\_\_\_

To:

The Assistant Director General (BCC)  
 Indian Council of Forestry Research and Education  
 P.O. New Forest, Dehradun - 248006

**Sub: Submission of Bid for Design, development, deployment, commissioning of REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+ including go-live**

Dear Sir,

1. We, the undersigned Tenderer(s), having read and examined in detail the bidding documents in respect of the above cited maintenance contracts as specified in the tender document.
2. All the prices mentioned in our proposal are in accordance with the terms as specified in the tender document. All the prices and other terms and conditions of this proposal are valid for a period of 120 calendar days from the last date of submission of bids.
3. We do hereby confirm that our bid prices include all taxes including Income Tax, Professional Tax and Service Tax etc.
4. We have studied the Clauses relating to Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.
5. We have enclosed the earnest money in the form of Demand Draft amounting to Rs. 20,000/- (Rupees Twenty Thousand only), it is liable to be forfeited in accordance with the provisions of tender document.
6. We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the tender document.
7. We confirm having submitted in qualifying data as required by you in your tender document. In case you require any further information /documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
8. We hereby declare that in case the contract is awarded to us, we shall submit the Performance Security equivalent to 10% of the total contract value in the form of Bank Guarantee as per terms of tender document.
9. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.
10. We understand that you are not bound to accept the lowest or any bid you may receive or to place part order or to reject any bid or to cancel the tender without assigning reason whatsoever.

Yours sincerely,  
 (Signature)

Date:

Name:

Place:

Designation:



**Annexure-IV**

**Assignment of similar nature & magnitude successfully completed during last 3 years by the firm**

Outline of recent experience on assignments of similar nature

S. No.	Name of assignment	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed (Attach documentary proof in support)	Address of organisation with Phone No. where assignment done
1	2	4	5	6	7	8

Note : The bidder may use separate sheet if required.

Signature of Bidder :.....

Name : .....

Seal : .....

**Format of Financial Bid:**

**Component: Referred as Design, development, deployment, commissioning of REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+ including go-live**

Rates (inclusive of all taxes) to be quoted in BoQ File only

S. No.	Particulars
1	Design, development, deployment, commissioning of REDD+ learning and knowledge sharing platform and web-based module on safeguards information system for REDD+ including go-live

**Reporting Formats for Collection of Data on REDD+ Safeguards**

<b>Project Title:</b>
<b>Project Locations</b> (Name of Forest Beat, Block, Range, Division, Circle and State with Geo-coordinates):
<b>Brief Description of the proposed project activities:</b>

**Safeguards 'a':** *Actions complement or are consistent with the objectives of national forest programmes and relevant international conventions and agreements*

**Indicator 1:** Consistency or complementarity of REDD+ actions with the objectives of national forest policy and programmes at planning stage

S. No.	Complementarity/consistency at project planning stage			
	REDD+ actions complement or are consistent with the national and state forest policies & programmes	Yes	No	Please specify briefly

**Frequency of data collection:** Once

**Indicator 2:** Consistency or complementarity of REDD+ actions with the objectives of national forest policy and programmes during implementation

S. No.	Consistency/ complementarity during project implementation				
	REDD+ actions complement or are consistent with the national and state forest policies & programmes	Year	Yes	No	Please specify briefly

**Frequency of data collection:** Every Two Years

**Indicator 3:** Consistency or complementarity of REDD+ actions with the objectives of relevant international conventions and agreements ratified by India (UNFCCC, CBD, UNCCD and CITES etc.) at planning stage



S. No.	Consistency/ complementarity at project planning stage	Yes	No	Please specify briefly
i.	REDD+ action complement or are consistent with the objectives of UNFCCC			
ii.	REDD+ actions complement or are consistent with the objectives of CBD			
iii.	REDD+ actions complement or are consistent with the objectives of UNCCD			
iv.	REDD+ actions complement or are consistent with the objectives of other conventions and agreements ratified by India			
<b>Frequency of data collection:</b> Once				

**Indicator 4:** Consistency or complementarity of REDD+ actions with the objectives of relevant international conventions and agreements ratified by India (UNFCCC, CBD, UNCCD and CITES etc.) during implementation

S. No.	Consistency/ complementarity during project implementation	Year	Yes	No	Please specify briefly
i.	REDD+ actions complement or are consistent with the objectives of UNFCCC				
ii.	REDD+ actions complement or are consistent with the objectives of CBD				
iii.	REDD+ actions complement or are consistent with the objectives of UNCCD				
iv.	REDD+ actions complement or are consistent with the objectives of other conventions and agreements ratified by India				
<b>Frequency of data collection:</b> Every Two Years					

**Safeguard 'b':** *Transparent and effective national forest governance structures taking into account national legislation and sovereignty*

**Indicator 5:** Adequate institutional and legal framework for forest management

S. No.	Institutional framework	Yes	No	Please specify briefly
i.	Adequate legal framework with Acts, Rules, Regulations and procedures for forest governance exists			

ii.	Adequate institutional framework for forest management exists			
iii.	Adequate hierarchy of human resource for forest management is in place			
iv.	Forest governance structure is transparent			
v.	Grievance redressal mechanism exists			
<b>Frequency of data collection:</b> Once at the inception stage				

**Indicator 6:** Number of capacity building programme on forest governance related issues organised for personnel of State Forest Department, other line departments and local communities

S. No.	Name of the training programme	Date & duration	Number of staff/ community members participated		Remarks
			Male	Female	
<b>Frequency of data collection:</b> Every Two Years					

**Safeguard 'c':** *Respect for the knowledge and rights of indigenous peoples and members of local communities, by taking into account relevant international obligations, national circumstances and laws, and noting that the United Nations General Assembly has adopted the United Nations Declaration on the Rights of Indigenous Peoples*

**Indicator 7:** Documentation of traditional/ indigenous knowledge of local communities

S. No.	Name of the village/ community	Indigenous traditional knowledge documented (specify briefly)
<b>Frequency of data collection:</b> Once at the inception stage		

**Indicator 8:** Documentation of present use and claims over forest land / resources of different stakeholders including local communities

S. No.	Name of the village/ community	Traditional rights of local communities documented (specify briefly)

<b>Frequency of data collection:</b> Once at the inception stage		

**Indicator 9:** Status of Biodiversity Management Committees (BMC) and record of People's Biodiversity Register (PBRs)

S. No.	Year	BMC		PBR	
		Name of BMC	Functional status	Name of the village	Functional status
<b>Frequency of data collection:</b> Every two years					

**Indicator 10:** Integration at planning stage of local community knowledge and rights in REDD+ Action Plan

S. No.	Integration in REDD+ Action Plan	Yes	No	Briefly specify
i.	Integration of local community knowledge in REDD+ Action Plan			
ii.	Integration of local community rights in REDD+ Action Plan			
<b>Frequency of data collection:</b> Once at inception stage				

**Safeguard 'd':** *The full and effective participation of relevant stakeholders, in particular indigenous peoples and local communities*

**Indicator 11:** Identification of all relevant stakeholders

S. No.	Name of the stakeholder group (Line departments, Gram Sabha, community members, JFMCs, SHGs, right holders, NGOs, industry etc.)	Number of representatives of each stakeholder group
<b>Frequency of data collection:</b> Every two years		

**Indicator 12:** Efficacy of stakeholder participation process

S. No.	Date of consultation	Names of the participating stakeholder groups	Number of representatives of each stakeholder group participated	Number of female participants	Whether stakeholders' concerns documented and addressed	Specify briefly
<b>Frequency of data collection:</b> Every two years						

**Safeguard 'e':** *The actions are consistent with the conservation of natural forests and biological diversity, ensuring that the actions are not used for the conversion of natural forests, but are instead used to incentivize the protection and conservation of natural forests and their ecosystem services, and to enhance other social and environmental benefits*

**Indicator 13:** Condition and extent of natural forest land parcels and biological diversity

Reporting Year	Status of natural forests					
	Area of Natural Forest (ha)				Area of natural Grasslands (ha)	Area of Plantation (ha)
	VDF	MDF	OF	Total		
<b>Frequency of data collection:</b> Inception year and every two years						

Status of Faunal Diversity			
Faunal Diversity	Number of species	Number of rare and endangered species	Perceived effect of REDD+ activities on rare and endangered species (please specify)
Mammals			
Reptiles			
Birds			

Others (specify)			
<b>Frequency of data collection:</b> Once at inception stage and at five year interval			

<b>Status of Floral Diversity</b>				
<b>Floral Diversity</b>	<b>Number of species</b>	<b>Number of exotic species</b>	<b>Number of identified rare and endangered species</b>	<b>Perceived effect of REDD+ activities on rare and endangered species (please specify)</b>
Trees				
Shrubs				
Herbs				
Climbers				
<b>Frequency of data collection:</b> Once				

**Indicator 14:** Prevalence of exotics and invasive alien plant species

<b>Year</b>	<b>Name of exotic plant species</b>	<b>Name of invasive alien plant species</b>	<b>Forest area infested with invasive plant species</b>	<b>Whether affected area decreased or not (Y/N), please specify</b>
<b>Frequency of data collection:</b> Inception year and every two years				

**Indicator 15:** Status of vulnerability to forest fires, pest and diseases

<b>Year</b>	<b>Number of fire events</b>	<b>Total forest area affected (ha)</b>	<b>Whether affected area decreased or not (Y/N), please specify</b>

<b>Frequency of data collection:</b> Inception year and every two years			

Year	Number of pest and diseases incidences	Total forest area affected by pest and diseases (ha)	Whether affected area decreased or not (Y/N), please specify
<b>Frequency of data collection:</b> Inception year and every two years			

**Indicator 16:** Status of encroachment

Year	Number of encroachment cases	Total forest area encroached (ha)	Control measures adopted, please specify
<b>Frequency of data collection:</b> Inception year and every two years			

**Safeguard 'f':** *Actions to address the risks of reversals*

**Indicator 17:** Identification of potential drivers (fire, encroachment, illicit felling, grazing etc.) for risks of reversal

Potential Drivers	Identified (Yes/ No)	Whether control measures prescribed (Yes/ No)
1. Forest Fire		
2. Weeds Invasion		
3. Grazing		
4. Encroachment		
5. Illicit felling		
6. Others specify		

**Frequency of data collection:** Once at the inception stage

**Indicator 18:** Measures implemented to address the risks of reversal

Potential Drivers	Control measures implemented		Remarks
	Yes	No	
1. Forest Fire			
2. Weeds Invasion			
3. Grazing			
4. Encroachment			
5. Illicit felling			
6. Others specify			
<b>Frequency of data collection:</b> Every two year			

**Safeguard 'g': Actions to reduce displacement of emissions**

**Indicator 19:** Identification of potential events, actions and causes of displacement of emissions and strategies to address displacement of emissions

Potential events, actions and causes of displacement identified	Strategy developed to address the events, actions and causes	Remarks
<b>Frequency of data collection:</b> At the inception and every two year		

**Indicator 20:** Efficacy of strategies developed to address displacement of emissions

S. No.	Name of the strategy	Strategy implemented (Yes/ No)	If yes, year of implementation	Is the strategy effective?	Remarks, if any
<b>Frequency of data collection:</b> At the inception and every two year					

### Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	24-10-2022 17:00:00
<b>Bid Opening Date/Time</b>	24-10-2022 17:30:00
<b>Bid Offer Validity (From End Date)</b>	120 (Days)
<b>Ministry/State Name</b>	Ministry Of Environment Forest And Climate Change
<b>Department Name</b>	Na
<b>Organisation Name</b>	Indian Council Of Forestry Research And Education (icfre)
<b>Office Name</b>	Icfre Hq
<b>Total Quantity</b>	1
<b>Item Category</b>	RFP for Design development deployment commissioning of REDD plus
<b>BOQ Title</b>	RFQ for Design Development Deployment and Commissioning of Software
<b>OEM Average Turnover (Last 3 Years)</b>	10 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance</b>	10 %
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	3.00
EMD Amount	18000



**ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	6

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Project Manager ESIP ICFRE

ICFRE HQ, NA, Indian Council of Forestry Research and Education (ICFRE), Ministry of Environment Forest and Climate Change

(Ranjeet Singh Rawat)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	Yes
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company

and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## RFP For Design Development Deployment Commissioning Of REDD Plus

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
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### Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	RANJEET SINGH RAWAT	248006,ICFRE HEAD QTR, PO-NEW FOREST DEHRADUN, UTTARAKHAND	1	60

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---