

Government of Himachal Pradesh, India
Through
Society for Improvement of Forest Ecosystems Management &
Livelihoods in Himachal Pradesh

Invites

Proposals

For

Outsourcing the work on

**Environmental and Social Considerations for environmental and social safeguard
assignment**

Under

JICA Assisted

**Project for Improvement of Himachal Pradesh Forest Ecosystems Management &
Livelihoods (PIHPFEM&L)**

**Himachal Pradesh Forest Department (HPFD),
Government of Himachal Pradesh**

February 25, 2019

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**Himachal Pradesh Forest Department (HPFD),
Government of Himachal Pradesh**

Through

**Society for Improvement of Forest Ecosystems Management & Livelihoods in Himachal Pradesh
for the JICA assisted**

**Project for Improvement of Himachal Pradesh Forest Ecosystems Management & Livelihoods,
Potters Hill, Shimla, Himachal Pradesh**

Ref. No. I1/2019/JICA/General/Vol. 8

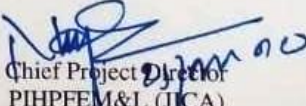
Dated: February 25, 2020

**{Notice for Invitation of Proposal for outsourcing the work on Environmental and Social
Considerations for environmental and social safeguard assignment}**

Society for Improvement of Forest Ecosystems Management & Livelihoods in Himachal Pradesh
for JICA assisted PIHPFEM&L solicits proposals (Technical & Financial) from competent
Firms/Organizations, specializing in Environmental and Social Assessment for environmental and
social safeguards. Duration of this outsource work is 7 years.

Eligible organizations may submit their Bid Proposal, with supporting documents in the prescribed
formats only. The Bid Proposals should be sent by registered post/courier service, along with Demand
Draft of Rs 5000/- as tender/bidding document fee (non refundable) and Rs. 2,90,000/- (Rupees Two
Lakh Ninety Thousand only) in the form of FDR of any nationalized Bank, as Bid Security
(refundable), payable to CPD cum CEO of Society for Improvement of Forest Ecosystems
Management & Livelihoods in Himachal Pradesh, Potters' Hill, Summer Hill, Shimla-5, Himachal
Pradesh payable at Shimla, in a sealed cover, so as to reach this office on or before 4.00 pm on March
18, 2020. Proposals received in formats other than the Prescribed Formats will not be entertained.

The scope of the Services, and other relevant details including prescribed formats, which are required
for submission of the proposals are available on the website: www.hpforest.nic.in.


Chief Project Director
PIHPFEM&L (JICA)
0177 2830217

Date: February 25, 2020

Instructions to Bidder

I. General Instructions

- The organization (bidder) shall bear all costs associated with the preparation and submission of its proposal and PIHPFEM&L will in no case be responsible or liable for these costs, whether the proposal is finally accepted or not.
- Proposal validity shall be for 120 days.
- The organization (bidder) should submit their Bid Proposal, with supporting documents in the prescribed formats only. The Bid Proposals should be sent by registered post/courier service, along with Demand Draft of Rs 5000/- as tender/bidding document fee (non refundable) and Rs. 2,90,000/- (Rupees Two Lakh Ninety Thousand only) in the form of FDR of any nationalized Bank, as Bid Security (refundable), payable to CPD cum CEO of Society for Improvement of Forest Ecosystems Management & Livelihoods in Himachal Pradesh, Potters' Hill, Summer Hill, Shimla-5, Himachal Pradesh payable at Shimla.
- Proposal is to be submitted in a sealed envelope. The documents are to be arranged systematically into Section A (Technical Proposal) and Section B (Financial Proposal). Section A (Technical Proposal), and Section B (Financial Proposal) are to be kept in separate sealed envelopes, which further should be kept inside an outer envelope and sealed as per instructions and formats provided for the purpose. **The envelope containing Financial Proposal should be clearly marked, "Financial Proposal; Do not Open with Technical Proposal"**.
- All the three envelopes must show the name of the participating firm, address and should be superscribed as **"Proposal for outsourcing the work on Environmental and Social Considerations for environmental and social safeguard assignment" under Project for Improvement of Himachal Pradesh Forest Ecosystems Management & Livelihoods (PIHPFEM&L)"**.
- The Technical Proposals should not include any information related to financial proposal. Such proposals would be summarily rejected. All the inputs, which are part of the Technical Proposal, should be included in arriving at the total Project cost in financial proposal. If not, it will be presumed to have been included.
- After evaluation of Technical proposals, unsuccessful firms would be intimated and their financial proposals would be returned unopened. Successful bidders would be intimated about date and time of opening of their financial proposals. Their attendance during opening of the financial proposals would be mandatory.

- The Bid Security of unsuccessful bidders will be returned within 28 days after opening of financial Proposal.
- The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security
- Complete offers/bids are to be addressed to **Chief Project Director Project for Improvement of Himachal Pradesh Forest Ecosystems Management & Livelihoods (PIHPFEM&L) Cum CEO Society for Improvement of Forest Ecosystems Management & Livelihoods in Himachal Pradesh,** Potters Hill near Summer Hill, Shimla, H.P. Pin 171005
- Offers duly filled and accompanying all supporting documents, should reach the above address by Registered Post/ Courier/by Hand by **4 PM on or before March 18, 2020, after which no Proposals would be accepted.**
- Incomplete, illegible and unsealed Proposals will be summarily rejected. Telegraphic Proposals will not be accepted and no correspondence will be made in this regard.
- All offers should be made in English. Conditional offers, and offers qualified by such vague and indefinite expression such as “Subject to immediate acceptance”, “Subject to prior sale” etc. will not be considered.
- Participating firms shall carefully examine the Proposal documents and the technical specification and fully inform themselves as to all the conditions and matters, which may in any way, affect the work or the cost thereof.
- Submitted forms, with overwritten or erased or illegible rate or rates not shown in figures and words in English, will be liable for rejection. In case of discrepancy between words and figures noted against each items of the tender and between unit rates and the total amount, amount quoted in words shall be considered and the decision of the evaluating authority in this regard will be final and binding. Clerical and arithmetical mistakes may result in rejection of the proposal.
- Chief Project Director, PIHPFEM&L reserves the right to accept or reject any proposal/all the proposals, without assigning any reason thereof.

II. Particular Instructions:

- The project field areas in Himachal Pradesh are situated in tough hilly/ mountainous terrain. Bidders are requested to get them acquainted with general topography/ terrain conditions of the project area, meticulously go through the scope/ deliverables and correctly assess the project requirements while submitting their offer.
- The bidding firm will have to specify the methods of data collection & generation of both primary and secondary nature. The firm would be required to submit, in detail, the methodology proposed to be adopted by the firm in carrying out the assignment, to meet the desired objectives.
- The firm/organization well versed with contemporary environment and social management through screening, managing and monitoring environmental and social risks and having sufficient experience of carrying out such assignments would be preferred for the job. Preference shall also be given to firms having experience in the field of environment and social management in forestry/relevant projects in India.
- The selected firm is to deploy all necessary resources such as trained and experienced man power with local transport as may be required for smooth and timely execution of the tasks.

The proposal must be submitted in two sections as per prescribed format mentioned below:

Section A: Technical Proposal

The Technical Proposal must include the following:

- a) Technical Proposal should be in 4 copies, one original and other 3 marked as copy.
- b) Technical Proposals should be page numbered with different sections clearly separated. Quality of proposal has been given separate marks.
- c) Each numbered page should be duly signed by the authorized signatory.
- d) Experience in Environment and social management in forestry sector projects/Similar experience in other sector projects. Minimum of 3 years experience is pre-requisite. (**Tech I A & B**). Experience in Environment and social management survey, planning, mitigation by responding to the requirements of Environmental and Social Assessment Framework (ESAF) and related/relevant assignments in forestry sector projects/Similar experience in other sector projects in last 3 years (**Tech I B**). Supporting documents (Auditor turnover certificate (original), statement on annual income, work order / completion certificates) are mandatory. No marks will be given if supporting documents are not provided.
- e) CV of Key Resource Persons proposed for the assignment (Environmental and Social Consideration Expert, Environmental and Social Consideration Field Experts, Environmental and Social Consideration Field assistants) with their experiences in

Environment and social Considerations assignments for overall assessment, planning, mitigation & implementation purposes (**Tech II**)

- f) Proposed approach, methodology, work process, resource deployment, deliverables and timeline to fulfill the desired objective and scope of work within the specified time schedule (**Tech III**). Enclose supporting documents such as methodology, technical papers, etc. developed by the firms/organizations/vendor for Environment and social Considerations for environmental and social safeguard assignment.

Section B: Financial Proposal

- Prices shall be quoted entirely in Indian Rupees (INR) and must be arrived at after including all expenses, rates, and applicable taxes, including Goods and Service Tax (GST) and GST is also to be indicated separately on the separate sheet as per prevailing rate.
- Financial Proposal to be submitted **in the Prescribed format (Fin I)**. The cost break-up/justification and all taxes and levies may be submitted on separate sheet on organization letter head.
- The Price and conditions of the offer should be valid for at least a period of 120 days from the date of opening. Proposals with validity of less than 120 days shall be rejected
- Each page of the Financial Proposal should be numbered clearly and duly signed by the authorized signatory.

Technical Proposal- Sample Forms

**Form TECH-I: Consultant Organization's /Service Provider's
Agency's Experience**

A - Consultant Organization/Service Provider

[Provide here a brief (two pages) description of the organization and general experience of the Consultant Organization/Service Provider and, if applicable, each joint venture member for this assignment.]

B - Organization/Service Provider Agency's Experience

[Using the format below, provide information on each assignment for which your firm and each joint venture member for this assignment, was legally contracted either individually as a corporate entity or as a lead firm or one of members within a joint venture, for carrying out consulting services similar to the ones requested under this assignment. Use about 20 pages.]

Assignment name:	Approx. value of the contract (in INR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of man-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	No. of professional man-months provided by the joint venture members or Sub-consultants:
Name of joint venture member or Sub-consultants, if any: Narrative description of Project: Description of actual services provided in the assignment:	

Firm's Name: _____

Form TECH-II: Curriculum Vitae (CV) for Proposed Key Experts

1. General

Position Title and No.	[e.g., K-1, TEAM LEADER] [<i>Note: Only one candidate shall be nominated to each position.</i>]
Name of Key Expert	[Insert full name]
Name of the Firm proposing the Key Expert	
Date of Birth	[day/month/year]
Nationality	
Country of Citizenship/Residence	

2. Education:

[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

3. Employment record relevant to the assignment:

[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]

Period	Employing organization and your title/position. Contact information for references*	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2010-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

*Contact information for references is required only for assignments during the last 3 years.

4. Membership in Professional Associations and Publications:

5. Language Skills (indicate only languages in which you can work):

6. Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:

[List major deliverables/tasks in which the Expert will be involved]

Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

7. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- (i) this CV correctly describes my qualifications and my experience;
- (ii) I am committed to undertake the assignment within the validity of Proposal;
- (iii) I am not part of the team/organization who wrote the terms of reference for this consulting services assignment;

I understand that any misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____

*[Signature of Key Expert or authorized representative of the firm]*¹

Day/Month/Year

Full name of authorized representative: _____

¹This CV can be signed by an authorized representative of the Consultant provided that if the Consultant’s proposal is ranked first, a copy of the CV signed by the Key Expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

Form TECH-III: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

- a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Staffing for training should also be explained, if so required in the TOR. Please do not repeat/copy the TOR in here.*

 - b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule*

 - c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the Key Experts and Non-Key Experts, and proposed technical and administrative support staff. You shall also specify if you will be the lead firm in a joint venture or in an association with Sub-consultants. For joint ventures, you must attach a copy of the joint venture agreement.*
-

Financial Proposal- Sample Forms

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the services for [insert name of assignment] in accordance with your Invitation of Proposal dated [insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,

Authorized Signature [in full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total. This amount is inclusive of the local indirect taxes, which shall be confirmed during negotiations, and included in the Contract price.

QCBS - Data Sheet

Sr. No.	
1	The Guidelines (Consultant guidelines) published in April 2012 by JICA can be referred.
2	Amount of the Loan Agreement: JPY ¥ 11,136,000,000 Signed date of the Loan Agreement: 29-03-2018 Name of Project: Project for Improvement of Himachal Pradesh Forest Ecosystems Management and Livelihoods
3	Name of the Client: Himachal Pradesh Forest Department (HPFD), through Society for Improvement of Forest Ecosystems Management and Livelihoods in HP
4	Name of the assignment: “Environmental and Social Considerations for environmental and social safeguard assignment”
5	<p>The Client’s representative is: Chief Project Director, Project for Improvement of Himachal Pradesh Forest Ecosystems Management and Livelihoods Cum Chief Executive Officer Society for Improvement of Forest Ecosystems Management and Livelihoods in HP</p> <p>Address: Chief Project Director Project for Improvement of Himachal Pradesh Forest Ecosystems Management & Livelihoods (PIHPFEM&L) Cum CEO Society for Improvement of Forest Ecosystems Management & Livelihoods in Himachal Pradesh, Potters Hill near Summer Hill, Shimla, H.P. Pin 171005 Telephone: 91-177-2830217, 2831217, 2832217 E-mail: cpdjica2018hpf@gmail.com</p>
6	The Client will provide Terms of Reference for the work to be outsourced
7	A list of debarred firms and individuals is available at the World Bank’s website: www.worldbank.org/debarr
8	Proposals shall be submitted in the following language: <u>English</u>

9	Proposals must remain valid 120 days after the submission deadline date.						
10	The Financial Proposal should be in Lump sum including everything.						
11	Clarifications on proposal documents may be requested on e-mail and telephone numbers given above within Seven days from advertisement. However the final date of submission will not be extended under any circumstances.						
12	<p>The Client warrants that the Client shall pay the amount for the work done as per the schedule to be decided during contract negotiations</p> <p>“Information on the Consultant’s tax liabilities in the Client’s country can be found at http://dor.gov.in, www.incometaxindia.gov.in and www.cbec.gov.in.”</p>						
13	Number of copies of the Technical Proposal: One (1) original and three (3) copies						
14	<p>Time and date of the Proposal submission deadline:</p> <p>- Time: 16:00 (Indian Standard Time)</p> <p>- Date: March 18, 2020</p>						
15	<p>Consultants must submit the original and all copies of the Technical Proposal, and the original Financial Proposal to the Client.</p> <p>Proposals must be submitted no later than date and time stated above.</p>						
16	<p>Technical evaluation, based on past experiences and technical expertise, shall be carried out for eligible bidders by assigning Technical Scores as specified below:</p> <table border="1" data-bbox="440 1686 1425 1875"> <thead> <tr> <th data-bbox="440 1686 548 1759">Sr. No.</th> <th data-bbox="548 1686 1291 1759">Technical Credential</th> <th data-bbox="1291 1686 1425 1759">Max Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="440 1759 548 1875">1</td> <td data-bbox="548 1759 1291 1875">Experience in Environment and social management in forestry sector projects/Similar experience in other sector projects (Minimum 3 years experience)</td> <td data-bbox="1291 1759 1425 1875">15</td> </tr> </tbody> </table>	Sr. No.	Technical Credential	Max Score	1	Experience in Environment and social management in forestry sector projects/Similar experience in other sector projects (Minimum 3 years experience)	15
Sr. No.	Technical Credential	Max Score					
1	Experience in Environment and social management in forestry sector projects/Similar experience in other sector projects (Minimum 3 years experience)	15					

	2	Experience in Environment and social management survey, planning, mitigation by responding to the requirements of Environmental and Social Assessment Framework (ESAF) and related/relevant assignments in forestry sector projects/Similar experience in other sector projects in last 3 years	20
	3	Resource Persons	35
	4	Proposed methodology	20
	5	Quality of Proposal	10
	Minimum marks for qualifying in Technical Evaluation would be 60 marks.		
17	Expected date (month/year) for public opening of Financial Proposals: March 2020		
18	The single currency for price conversion is: <u>Indian Rupee</u>		
19	Quality-Cost Ratio: 80:20		
20	Expected date and address for contract negotiations: March 24, 2020 at the office of Chief Project Director Project for Improvement of Himachal Pradesh Forest Ecosystems Management & Livelihoods (PIHPFEM&L) Cum CEO Society for Improvement of Forest Ecosystems Management & Livelihoods in Himachal Pradesh, Potters Hill near Summer Hill, Shimla, H.P. Pin 171005 (INDIA)		
21	Expected date for commencement of consulting services March 28, 2020 in Himachal Pradesh, India		

Evaluation and Selection Criteria/Methodology

The Proposal evaluation will be a Quality and Cost based Selection, giving weightages as per following details: -

- Technical Proposal: 80%
- Financial Proposal: 20%

The Proposal shall be evaluated in a two-stage process.

Stage 1:

Technical evaluation, based on past experiences and technical expertise, shall be carried out for eligible bidders by assigning Technical Scores as specified below:

Sr. No.	Technical Credential	Max Score
1	Experience in Environment and social management in forestry sector projects/Similar experience in other sector projects (Minimum 3 years experience)	15
2	Experience in Environment and social management survey, planning, mitigation by responding to the requirements of Environmental and Social Assessment Framework (ESAF) and related/relevant assignments in forestry sector projects/Similar experience in other sector projects in last 3 years	20
3	Resource Persons	35
4	Proposed methodology	20
5	Quality of Proposal	10

Minimum marks for qualifying in Technical Evaluation would be 60 marks.

Stage-2

Financial Proposals shall be evaluated only of those bidders who score at least 60 marks out of 100 in Technical Proposal evaluation. The lowest evaluated Financial Proposal will be given the maximum financial score of 100 points. The financial scores (F_n) of the other technically qualified Financial Proposals will be computed as per the formula given below:

$$F_n = 100 \times (F_{\min} / F_b)$$

Where,

F_n = financial score for the bidder under consideration

F_b = price quoted by the bidder under consideration

F_{\min} = minimum price quoted by any bidder

Bids will be ranked according to their combined technical (T_n) and financial (F_n) scores using the weights $W_T = 0.80$ (the weight given to technical proposal); $W_F = 0.20$ (the weight given to the financial proposal). The combined technical and financial score (S) for the bidder under consideration shall be computed as per the formula given below:

$$S = (0.8 \times T_n) + (0.2 \times F_n)$$

The bidder achieving the highest combined technical and financial score (S) shall be considered for award of the contract.

Terms of Reference (ToR)

For

Environmental and Social Considerations for environmental and social safeguard assignment

1. Background and Context

Japan International Cooperation Agency (JICA) assisted “Project for Improvement of Himachal Pradesh Forest Ecosystems Management and Livelihoods” (PIHPFEM&L) aims at contributing to eco-restoration and development of forest resources through sustainable forest ecosystem management, biodiversity conservation, livelihood improvement support for the target community and institutional capacity strengthening. The project period is 10 years from 2018-19 to 2027-28. The Project is being implemented by **Society for Improvement of Forest Ecosystems Management & Livelihoods in Himachal Pradesh** (registered on 09-07-2018 under HP Societies“ Registration Act 2006). The activities will be carried out both in Participatory Forest Management (PFM) as well as departmental mode through 400 Village Forest Development Societies (VFDS) and 60 Biodiversity Management Committees (BMC) sub-committees.

The Environmental and Social Assessment Framework (ESAF) has identified a number of environmental and social safeguard issues and provided overall guidance on their avoidance, management and mitigation. In order to fully respond the requirement of ESAF, i.e. JICA Guidelines and relevant legal framework in India and HP state, an external agency for the above services is required to be hired by PMU for the provision of more detailed and specific guidance, capacity development and follow-up during project implementation.

HPFEM&L or HPFD does not have any system for environment and social management, for screening, managing and monitoring environmental and social risks. Thus, it is recommended in the project document to employ additional experts by PMU for this work and their services spread for seven years with only working for few months in these years. In the second Governing Body meeting of the Project it was decided that since it seems impractical to engage the experts with their services spread over a long time period, it is requested that the Project may be allowed to hire consultancy for the above services rather than hiring individual experts. Accordingly, on approval by Governing Body, the issue was referred to JICA, who have conveyed their approval on dated December 06, 2019.

In the course of the design and implementation of the Project, two vulnerabilities within the society require to be carefully considered, that is, Environmental and Social vulnerabilities. Environmental vulnerability is a condition when the integrity of ecosystem is threatened by human activities or interference and/or natural causes, which could occur over spatial or temporal scales. Vulnerability could possibly increase with the intensity and frequency of human interventions and/or natural hazards. Social vulnerability is the helplessness or defencelessness of an individual or group of people who are typically socially excluded, underprivileged, often discriminated against and restricted to access benefits of development or opportunities offered through socio-economic enhancement schemes. Their social

characteristics such as identity and social status, culture, economic status and practices, and social institutions, often results in their discrimination and segregation from the main stream.

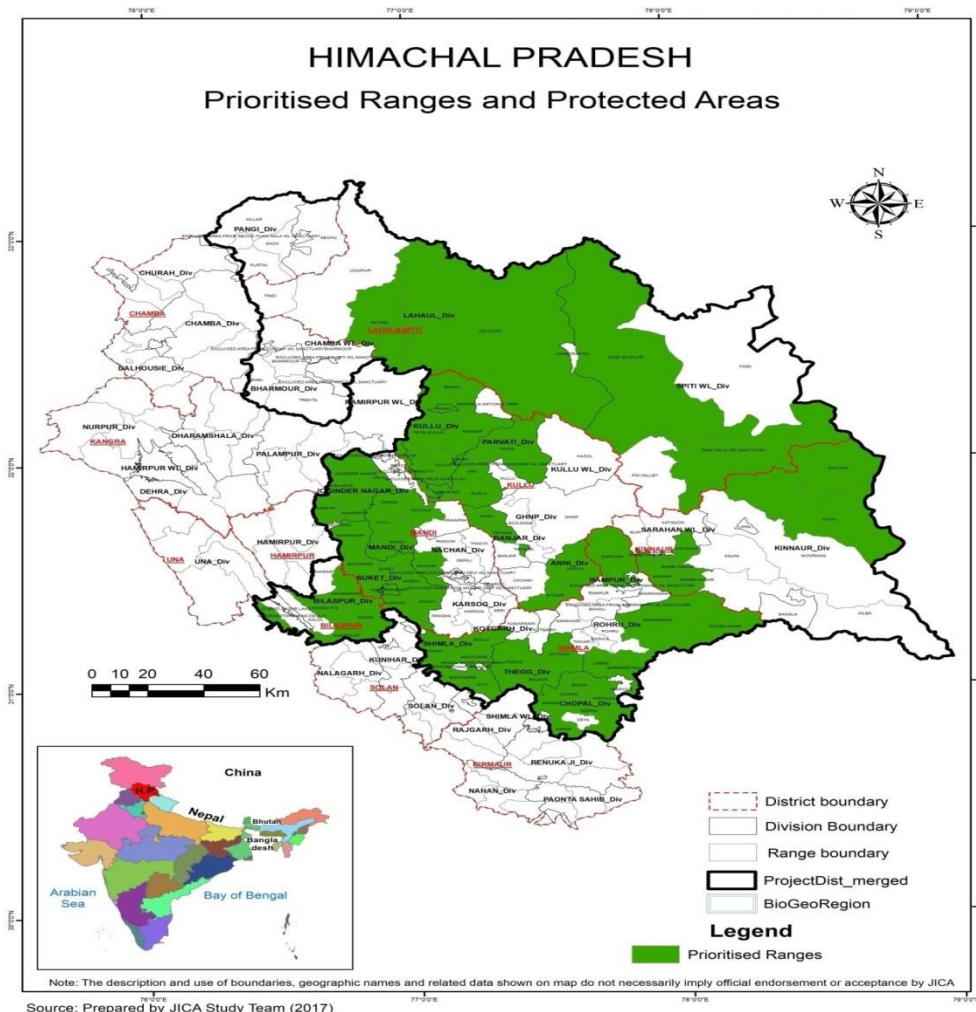
The following terms of references (TORs) provide a basic summary of the key tasks for the Environmental and Social Consideration for environmental and social safeguard.

The project area includes Kinnaur, Shimla, Bilaspur, Mandi, Kullu and Lahaul&Spiti districts covering 61 Ranges of 18 Divisions falling in jurisdiction of 7 Forest Circles as below.

Table 1. : Project Area

Division	Range	Division	Range
Bilaspur	Sadar, Ghumarwin Swarghat, Jhanduta	Lahaul	Pattan Keylong
Mandi	Drang, Kotli, Mandi, Kataula	Kinnaur	Katagaon, Nichar, Bhabanagar, Malling, Pooh
Nachan	Nachan	Shimla	Mashobra, Taradevi, Koti
Suket	Baldwara, Jhungi, Kangoo, Sarkaghat, Jaidevi, Suket	Theog	Balson, Theog, Kotkhai
Jogindernagar	Dharmpur, Ladbharol, Jogindernagar, Urla, Kamlah	Rohru	Jubbal, Khashdhar, Saraswatinagar, DodraKwar
Kullu	Kullu, Patalikuhai, Manali, Naggat, Bhutti	Chopal	Bamta, Nerwa, Chopal, Sarain, Kanda, Throach
Parbati	Bhuntar, Jari, Hurla	Rampur	Sarahan
Banjar (Seraji)	Sainj, Tirthan	Kullu Wildlife	Sundernagar Wildlife Range (Bandli WLS)
Ani	Arsoo, Nither	Kullu Wildlife	-Manali Wildlife Range (Kias and Manali WLS) -Kullu Wildlife Range (Khokhan WLS)
		Spiti Wildlife	-Kaza Wildlife Range (excluding Chandertal WLS) -Tabo Wildlife Range

Map showing Forest Divisions and Ranges covered under JICA Assisted Project for Improvement of Himachal Pradesh forest ecosystems management and Livelihoods



2. Objectives:

1. To facilitate and coordinate with various implementation and line departments for smooth implementation of ESAF (The Environmental and Social Assessment Framework) /VSTPF (Vulnerable Scheduled Tribes Planning Framework)
2. To update and finalise ESAF/VSTPF,
3. To develop appropriate training materials on environmental and social safeguards, following the requirements in ESAF,
4. To provide training courses and capacity enhancement of selected participants, at the different levels of stakeholders who will be designated with additional responsibility to ensure implementation of environment and social safeguards, and
5. To supervise/ manage the project activities to ensure that the required procedures indicated in ESAF are followed properly. The consultancy may also be required to follow-up in the field where particular issues are identified and reported.

3. Scope of work

The PIHPFEM&L in the selected project area are expected to have mostly positive environmental impacts. Further, the Project is anticipated to bring social benefits for locals including vulnerable groups such as the poor, landless/landed poor, Scheduled Tribes (ST), Scheduled Castes (SCs), Other Backward Classes (OBC), etc. in the project area. However, the Project could possibly lead to potential negative environmental and social impacts as well. In this regard, ESAF is prepared to assess the potential negative impacts and ensure that such impacts are safeguarded against in accordance with JICA's policies on environmental and social considerations in development projects, as well as relevant policies, laws and regulations of the country and the state.

Overview and Positions of Safeguards Instruments

Basically, the Project is not anticipated to involve any significant adverse environmental impacts and nor will it involve any loss of land, resettlement or livelihoods. However, there are still possibilities to cause negative environmental and social impacts when detail activities of Sub-projects are defined at the project detailed preparation/ implementation phase. Therefore, the below two frameworks are proposed to ensure the mitigation of the negative impacts, and to guarantee social safeguard measures.

(a) Environmental and Social Assessment Framework

In the Project, "Environmental and Social Assessment Framework (ESAF)" shall be applied as the nature of the framework is not only focused on the environmental aspects.

Unlike a typical infrastructure project, this Project is anticipated to have multi-sectoral interventions and activities, being implemented at several sites with many Sub-projects and many of these Sub-projects are yet to be defined in detail (site location, size/scope of the activity). In these circumstances, it would be impracticable at this stage of project preparation to assess the environmental and social impacts and propose detailed

management and mitigation measures. However, it would be possible to assess the broad types of activities proposed and provide guidance, and outline procedures to manage and mitigate potential risks associated with the activity during implementation. Therefore, an assessment framework guiding the appropriate management and mitigation measures against environmental and social risks is prepared. The main safeguards instrument will be this ESAF that fully considered the existing environmental and social management systems in Indian and HP state as well as the JICA requirements.

(b) Vulnerable Scheduled Tribes Planning Framework

In the Indian context, the term “Scheduled Tribe (ST)” is applied to refer “Indigenous Peoples” as used by JICA and other multilateral funding agencies, such as World Bank, Asian Development Banks, etc. And this framework shall be particularly applied to Scheduled Tribes (STs) and Forest Dwellers as per The Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 with only focused on the individuals/communities who could be severely affected their daily lives by project activities. Among the two social groups, the number of forest dwellers would be quite small due to the slow progress of the FRA implementation in the state, therefore, the name of the framework is replaced as “Vulnerable Scheduled Tribes Planning Framework” (VSTPF).

For the above targeted social groups, guidance for specific measures shall be provided under the framework which may be required in addition to the provisions of ESAF. Other vulnerable groups including poor households, the landless, women as well as deprived classes, such as the Scheduled Castes (SCs) and Other Backward Classes (OBCs) population are considered well in ESAF to ensure the opportunities for effective consultation, participation, receive appropriate benefits and are overall not adversely harmed by the Project.

The main objectives of VSTPF are (i) to ensure the targeted social groups, affected by any additional project interventions, will receive culturally appropriate social and economic benefits from the Project, (ii) to ensure their participation in the entire process for the preparation, implementation and monitoring of project activities, and (iii) do not suffer any adverse impacts as a result of the Project.

Target Social Groups of ESAF

ESAF will be applicable to all communities and people within the project area with well consideration on the depressed/ vulnerable groups to ensure their participation in the course of the project implementation and include as beneficiaries, receive appropriate benefit and avoid/mitigate any impacts affected by the Project. Table 1 indicates the key groups for ESAF to address environmental and social considerations. It should be noted that an individual or household may be categorized into more than one of the categories below;

Table 2.: Key Targeted Social Groups of ESAF

Social Groups	Definition/ Description
Scheduled Tribes (STs)	<p>According to the Article 342 of the Constitution, STs are the tribes or tribal communities or part of or groups within these tribes and tribal communities which have been declared as such by the President through a public notification. As per 2011 Census, tribal population in the country is about 8.6% of the total population, while in HP state, they represent 5.71% of the total population of the state.</p> <p>Eight tribal communities are notified in HP state, namely, i) Bhot, Bodh, ii) Bhot, Bodh, Gaddi, iii) Gujjar, iv) Jad, Lamba, Khampa, v) Kanaura, Kinnaura, vi) Lahaula, vii) Pangwala, and viii) Swangla, and all of these groups reside in the project area, in which the highest concentration is found in districts of Kinnaur, Lahaul and Spiti. Also, three areas are nominated as Scheduled Areas by Constitution Order 102, dated 21st November 1975; 1) Lahaul and Spiti district and 2) Kinnaur district.</p>
Scheduled Castes (SCs)	<p>Traditionally, there are four main castes and one category of the society falls outside the caste system. These communities were notified as the SCs as per provisions contained in Clause 1 of Articles 341 and 342/ Clause 24 of Article 366 under the Constitution of India which require special consideration for safeguarding their interests and to accelerate their socio-economic development.</p> <p>In HP state, there are 65 notified communities belonging to SCs. Unlike STs who live in isolated regions, major portion of the Schedule Caste population lives in scattered households or concentrated colonies with people of other caste groups, although there exists an invisible social segregation. The SCs in the project area comprise about 27% of the total population in the project area, and about 8.2% of the total population of the state.</p>
Other Backward Classes (OBCs)	<p>Other Backward Class (OBC) is a collective term used by GoI to classify castes which are socially and educationally disadvantaged; the Constitution of India describes OBCs as “socially and educationally backward classes”. All tribal communities and castes deemed under article 341 and 342 of the constitution of India are considered backward classes and there are OBC, which are not scheduled. According to the Department of Social Justice and Empowerment and the Himachal Backward Classes Finance and Development Corporation, 48 communities belong to OBC. Social and educational backwardness has been identified as reasons due to which the OBCs also need special attention. OBC population constitutes about 13.51% of the total population of the state.</p>
Transhumance	<p>Transhumance is a type of controlled nomadism or pastoralism, a seasonal movement/ migration of people along-with their livestock between fixed summer and winter pastures, i.e., higher pastures in summers and lower pastures in winters. In the state, Gaddi and Gujjar are two nomadic communities which account for 69% of the total ST population in the state (Census of India 2011).</p> <ul style="list-style-type: none"> - Gaddi: a semi nomadic tribe and usually have a permanent homestead either in the valleys of Kangra, Kullu or in the foothills of Una. During summer months, May-June to August, these people move to the higher areas in district Lahaul & Spiti. Before the on-set of winter, usually by end-August, the Gaddis along with flock, usually comprising of sheep and goats, travel back to their respective destinations or beyond upto the foothills of Una, where they engage in agricultural activities; they own small parcels of land. Gaddi women engage in the weaving of wool. - Gujjar: a pastoral nomadic tribe, who move to high alpine regions during summer in search of good pastures. Their herds comprise of sheep, goats, buffaloes and a few cows. Typically, the Gujjars migrate in groups (known as kafila or convoy) of several households, and carry all essential household items that serve as protection from the elements, utensils, etc., on horseback. By September, the Gujjars start moving towards the plains, where they spend the winters.

Social Groups	Definition/ Description
Forest Dwellers	<p>The term “forest dweller” refers to the Forest Dwelling Scheduled Tribes (FDST) and the Other Traditional Forest Dwellers (OTFD)” as members or communities who primarily reside in and who depend on the forests or forest lands for bona fide livelihood needs, as per “The Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act 2006” known as FRA.</p> <p>As per a FAO Working Paper No: APFSOS/WP/27, forest dwellers have been classified into 3 categories:</p> <ul style="list-style-type: none"> - People living inside forests, often as hunter-gatherers or shifting cultivators, and heavily dependent on forests for their livelihood on a subsistence basis - often consisting of scheduled tribe or people from minority ethnic groups - People living near forests, usually engaged in cultivation outside the forest, who regularly use forest products (timber, fuelwood, bush foods, medicinal plants etc) partly for their own subsistence purposes and partly for income generation - People engaged in commercial activities such as trapping, collecting minerals or forest industries such as logging, may be part of a mixed subsistence and cash economy, depend on income from forest-dependent labour <p>If a person is certified as a “Forest Dweller” legally, he/she has all right over the forestland. In HP, it has been decided that all residents for last 75 years or more, who have had their rights settled are classified as OTFDs. As such, the exercise of the provisions of Forest Rights Act has been proceeding smoothly for the last 1.5 years.</p>
Poor Households	<p>Poor households tend to be more dependent on forest resources and are thus disproportionately impacted by forest protection and development activities. For various reasons, they may also be excluded from decision-making processes.</p> <p>In HP state, 23.87% of the rural population is considered to be below poverty line. The highest incidences of poverty are observed in Chamba district (54.15%), followed by Lahaul-Spiti (43.50%). Followed by Shimla (29.07%). Sirmaur (19.44%), Una (16.92%) and Kullu (16.24%) indicated the lowest figures. “Scaling the Heights (World Bank, 2015)”, mentions successful reduction of the poverty rate regardless of gender and caste, both in the rural and urban areas. The report has highlighted that the poverty level in the rural areas of the state has declined from 36.8 % in 1993 to 8.5 % in 2011. This is better than any other state in the country, but still consideration on poor households are required as one of the marginalized groups in the society.</p>
Landless Households	<p>According to “The Himachal Pradesh Tenancy and Land Reforms Act, 1972” by Revenue Department, Government of HP, “Landless person” means a person who holding no land for agriculture purposes, whether as an owner or a tenant, earns his/her livelihood principally on manual labour on land and intends to take the profession of agriculture and is capable of cultivating the land personally. The landless households are often dependent on forest resources for their daily subsistence needs and as a safety net in times of duress, but neglected from development interventions as targets are often focused on farmers who have land and assets in the context of HP, there are very few landless people.</p>
Women and Female Headed Households	<p>Women play a specific and differentiated role in terms of agricultural production and forest management (e.g. sowing, tending/weeding, marketing/selling produce, collection of NTFPs, craft production). In HP state, many women collect fodder grasses from the forest areas and feed their cattle and collect fuelwoods to be used for cooking and warming the houses which not having LPG. In the recent past, along with the economic growth, literacy, education access to communication, banking services have improved amongst women. The proportion of women who have gone through ten or more years of education are much higher than the national average. On the other hand, women’s work</p>

Social Groups	Definition/ Description
	<p>participation and ownership of a house/land still significantly behind in comparison to rest of India so that females traditionally have not inherited any lands.</p> <p>Female Headed Households should also be a key target group as they are a particularly vulnerable sub-group with typically limited asset/livelihood options.</p>
Affected Persons/ Families	<p>Criteria to be defined as “Affected Persons/ Families” are as follows;</p> <ul style="list-style-type: none"> a) Whose land or other immovable property has been acquired, b) Which does not own any land, but family may be agricultural laborers, tenants with any form of tenancy or usufruct rights, share croppers or artisans, residing in the affected area for the last three years before acquisition of land, and who primary source of livelihoods has been affected due to acquisition of land, c) STs and other traditional forest dwellers who have lost their forest rights recognized by the FRA due to acquisition of land, d) Whose primary source of livelihood, three years prior to acquisition of land, is dependent of forests or water bodies, including gatherers of forest produce, hunters, fisher folk, boatman, etc., and whose livelihood is affected due to acquisition of land, and e) Member of family who has been assigned land by the Government (central/ state) under any scheme, and such land has been acquired.
Displaced Families	<p>Displaces Families mean any family, that has to be relocated and resettled from the affected areas to a new resettlement site(* <i>Family will include a person with his/her spouse, minor children, minor brother and sister dependent on him/her</i>)</p>

4. Desirable Qualification & Experiences of Key Experts

Position	Desirable Qualification & Experience	Job Description
Environmental and Social Consideration Expert (01 No.)	PhD degree in Forestry/Natural Resource Management/Sociology/ Environment Science with 15 years experience in relevant field.	Facilitate and coordinate with various implementation and line departments for smooth implementation of ESAF /VSTPF. Provide training courses and capacity enhancement of selected participants, at the different levels of stakeholders Supervise/ manage the project activities to ensure that the required procedures indicated in ESAF are followed properly.
Environmental and Social Consideration Field Experts (02 Nos.)	Masters degree in Forestry/Natural Resource Management/Sociology/ Environment Science with 5 years experience in relevant field.	Will be required to assist ESCE for the above identified tasks, especially for the preparation of the relevant capacity development programme.
Environmental and Social Consideration Field assistants (04 Nos.)	Bachelor degree in Forestry/Natural Resource Management/Sociology/ Environment Science with 3 years experience in relevant field.	Will be required to assist ESCFE for the above identified tasks, and field works.

5. Assignment Period

The duration for completing the task will be 7 years after commencement of the assignment.

6. Deliverables

The selected organization is expected to submit following deliverables/ outputs to PMU as per the time schedule indicated in the following table.

- Inception Report
- Monthly Progress Report
- Quarterly Progress Report
- Annual Progress Report
- Draft Completion Report
- Final/Completion report

Note: All the data gathered and analysis such as household interviews, focus group discussions, key informants interview carried out will be handed over to the Chief Project Director, hard as well as soft copies (incl. EXCEL files)

All reports and documents are required to be submitted to PMU in 4 hard copies and one electronic copy (MS Word, Excel files)

Conditions of Contract

The General Conditions of Contract governing this Contract are the “General Conditions of Contract for Time-Based Contract, Annex I-II, Section 6” of the Standard Request for Proposals (version 1.1) published by JICA in October 2012. Those General Conditions of Contract are available on the JICA’s web site shown below

http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/index.html

A copy of these General Conditions is not attached to this document

Special Conditions of Contract

Serial no.	Conditions of Contract
1	The Guidelines (Consultant guidelines) published in JICA in October 2012 can be referred.
2	The Contract shall be executed in: English
3	<p>The addresses are:</p> <p>Client: Himachal Pradesh Forest Department (HPFD), through Society for Improvement of Forest Ecosystems Management and Livelihoods in HP</p> <p>Attention: <u>Chief Project Director, Project for Improvement of Himachal Pradesh Forest Ecosystems Management and Livelihoods</u> <u>Cum</u> <u>Chief Executive Officer Society for Improvement of Forest Ecosystems Management and Livelihoods in HP</u> <u>Potters' Hill near Summer Hill, Shimla-5, H.P.</u></p> <p>Ph. No.: +91-177-2830217, 2831217, 2832217 E-mail: cpdjica2018hpf@gmail.com</p> <p>Consultant/Service Provider: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
4	<p>The Lead Member is [<i>insert name of member</i>]</p> <p><i>Note: If the Consultant/Service Provider consists of a Joint Venture the name of the entity inserted here. If the Consultant/Service Provider consists only of one entity, then only details of lead member be provided..</i></p>
5	<p>The Authorized Representatives are:</p> <p>For the Client: <u>Chief Project Director, Project for Improvement of Himachal Pradesh Forest Ecosystems Management and Livelihoods</u> <u>Cum</u> <u>Chief Executive Officer Society for Improvement of Forest Ecosystems Management and Livelihoods in HP</u></p> <p>For the Consultant/Service Provider: _____</p> <p>_____</p>
6	The time period of assignment shall be Seven Years.
7	The ceiling on Consultants' liability shall be limited to the amount of this contract

8	The risks and the coverage like third party motor vehicle liability, professional liability insurance, employer's liability and workers' compensation insurance, Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, and (ii) the Consultant's property used in the performance of the Services will be all Consultant/service providers' liability
9	The Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, without prior written permission of the Consultant/service provider.
10	Any local indirect taxes chargeable in respect of this Contract for the Services provided by the Consultant/service provider are included in the ceiling amount of this Contract.
11	The Contract amount is lump sum and fixed.
12	The client would pay the fix contract amount as per schedule decided during contract negotiations. The Contract amount is lump sum and fixed.
13	The currency of payment shall be INR <i>Note: The currency (ies) shall be the same as in the Financial Proposal.</i>
14	Commitment Procedure and Reimbursement Procedure for Japanese ODA loans will be applied for the payment to the Consultant. Commitment Procedure and Reimbursement Procedure shall be used and managed in accordance with JICA's "Brochure on Commitment Procedure for Japanese ODA Loans", dated August 2012 and "Brochure on Reimbursement Procedure for Japanese ODA Loans", dated August 2012 respectively, as may be amended from time to time. The bank charges can be borne by the project, however will be finally negotiated at the time of contract negotiation.
15	The amount of the advance payment is: - 15% of the Contract amount in local currency. The advance payment securities shall be in the amounts and in the currencies of the advance payment. The advance payment will be set off by the Client in equal installments until the advance payment has been fully set off.
16	The Consultant shall submit to the Client itemized invoices at time intervals to be decided in contract negotiations.
17	All the payments are subject to statutory deductions under the income tax act/GST & any other applicable law.
18	The accounts are: - for local currency: <i>[insert account]</i> .