

Draft Agreement

Consulting Services

Letter of Agreement for Short Term Assignment

Sub: Preparation of (1) Single Analytical Report on the basis of Environmental Monitoring Reports and (2) Best Practices, Lessons Learnt, and Policy Suggestions on Environmental Management Frame Work of MP-DPIP Project.

Name of Consultant _____

Full Address _____

We hereby confirm your Consultancy appointment to carry out the above-mentioned assignment specified in the attached Terms of Reference.

For administrative purposes, the Executive Director, EPCO, Bhopal shall administer the assignment and to provide the Consultant with all relevant information needed to carry out the assignment. The services will be required in the Environmental Management Frame Work of Madhya Pradesh District Poverty Initiatives Project-----
----- . EPCO may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. However, every effort will be made to give you, as early as possible, notice of any such changes. In the event of termination, the consultant shall be paid for the services rendered for carrying out the assignment to the date of termination, and will provide the EPCO with any reports or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.

This Agreement, it's meaning and interpretation and the laws of M P Govt. and Union of India shall govern the relations between the parties.

Set out below is the terms and conditions under which you have agreed to carry out the assignment for the EPCO. The services to be performed, the estimated time to be spent,

and the reports to be submitted will be in accordance with the attached Terms of Reference.

This Agreement will become effective upon confirmation of this letter by you and will terminate automatically on 1st September, 2006, unless further renewed specifically by EPCO as mutually agreed.

The total remuneration for preparation of both the reports is -----

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The payment schedule is as follows: -

Sl. No.	Amount in Rupees	Currency	Release
1	25%	Indian Currency	Within a week of signing the Contract
2	50%	Indian Currency	After submission of Draft Report
3	25%	Indian Currency	After submission of Final Report.

The fee will include all overheads and any taxes imposed (in the case of all domestic consultants' foreign consultants who are residents in India). The EPCO will perform such duties in regard to the **deduction of tax** as may be lawfully imposed.

You will be responsible for appropriate Insurance Coverage. In this regard, you shall maintain medical, travel, accident and third-party liability. You shall indemnify and hold harmless, the EPCO against any and all claims, demands, and/or judgments of any nature brought against the EPCO arising out of the services under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.

All materials produced or acquired under the terms of this Agreement written graphic, film, and magnetic tape or otherwise shall remain the property of the EPCO. The EPCO retains the exclusive right to publish or disseminate reports arising from such material. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of this Agreement or the execution of its' other provisions.

You will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regards to the nature and purpose of the assignment, and will conduct yourself in a manner consistent herewith.

You will not assign this Contract or sub-contract or any portion of it without the EPCO prior written consent.

You should agree that, during the term of this Contract and after its termination, you and any entity affiliated with you, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

You will also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the EPCO written permission.

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration and Conciliation Act, 1996.

Read, Agreed and signed at Bhopal

On behalf of Consultant	On behalf of Client
Signature	Signature Environmental Planning & Coordination Organisation, Bhopal -

Date :

Attachments:

- (i) Terms of Reference.

Offers from Consultancy Firms/Experts are Invited for the Consultancy Services for preparation of (1) Single Analytical Report on the basis of Environmental Monitoring Reports and (2) Best Practices, Lessons Learnt, and Policy Suggestions on Environmental Management Frame Work of MP-DPIP Project as per following ToR .

Last date for receipt offers in following office is 17th December, 2006

ENVIRONMENTAL PLANNING & COORDINATION ORGANISATION
"Kachnar", Paryavaran Parisar,
E-5 Sector, Arera Colony, Bhopal-462 016
Tel. 2466970, 2464318,
Fax: (0755)-2462136

Terms of Reference for Preparation of Documents on Lessons Learnt, Best Practices, Policy Suggestion on Environmental Management & Analytical compilation of 5th, 6th & 7th Monitoring Reports for MP-DPIP Environmental Management Frame Work.

1 Background to the Madhya Pradesh District Poverty Initiatives Projects (MP_DPIP)

The Madhya Pradesh District Poverty Initiatives Project (MP_DPIP) aims to improve the standard of living of the poor in Madhya Pradesh, through providing support for sub-projects designed, selected and implemented at the village level.

Sub-project selection and preparation is governed by the following principles:

- the activities supported must relate to an over all analysis of the causes of poverty and a strategy of poverty alleviation devised through participatory planning.
- the demonstration of community participation is expressed in the form of direct involvement of the community in the planning and execution of sub-project activities; and
- the investment of project funds will be targeted at high priority areas, i.e. selected village clusters of backward districts.

The MP-DPIP is being implemented, by the Ministry of Rural Development, Government of Madhya Pradesh through the State Project Management Unit (Indira Gandhi Garibi Hatao Yojana) with support from the World Bank. Project implementation is being carried out in fourteen districts of the State - namely; Sidhi, Rewa, Panna, Chhatarpur, Tikamgarh, Sagar, Damoh, Raisen, Vidisha, Rajgarh, Guna, Shivpuri, Narsinghpur and Shajapur.

2 Objectives of the Environmental Management Framework (EMF)

The Environment Management Framework (EMF) for DPIIP focuses on:

1. Contributing to the goal of poverty alleviation by helping the project to better address the linkages between environmental degradation and poverty; and
 - Preventing environmental degradation as a result of either cumulative effect of many small sub-projects that individually have negligible impacts or impact of individually harmful sub-projects.
 - Facilitating pro-active sub-projects that can be expected to lead to improvements in local environmental quality.

The Environmental Planning and Coordination Organisation (EPCO) Bhopal has been appointed as Environment Agency (EA) for the MP-DPIIP. The terms of reference of the EA, in brief, are as follows:

- 1 To design and lead training of project personnel in the understanding and application of environmental screening and mitigation procedures, and guidelines for environmental improvements.
- 2 To monitor and supervise the implementation of these procedures of guidelines, verifying their application and effectiveness.
- 3 To provide training to the project personnel.

Since the appointment as EA, EPCO has:

- Developed tools for environmental assessment of the sub-projects. These tools have been revised for easy of application in the field.
- Developed an *Environment Review Manual* for use by NGOs and district teams and disseminated copies to all the project districts.
- Conducted training to all the NGOs and district teams in Environmental Screening and Mitigation measures for the sub-projects chosen and implemented by the village community.
- Conducted number of supervision and monitoring visits to a sample of sub-projects covering all the project districts.
- Developed several thematic training modules.

Objectives

To prepare (i) Single Analytical Report and (ii) Lessons Learnt, Best Practices and Policy suggestions documents based on inputs of monitoring report of 14 districts prepared by EPCO.

Tasks

1. The Consultant should study supervision/monitoring reports prepared by EPCO Team.
 2. On the basis of the 5th, 6th and 7th Monitoring Reports of 14 districts, Consultant should consolidate and prepare single analytical report for each of 3 monitoring..
 3. On the basis of the supervision report, Consultant should develop a document on Lessons Learnt, Best Practices, and Policy suggestion on Environmental Management .
 4. **Interactions and discussions:** The Consultant will be required to interact with SPSU and EPCO officials.
- **Draft Final and Final Reports:** The Consultant will submit draft reports documenting the Lesson Learnt, Best Practices, and Policy suggestion and Single Analytical Monitoring Report.
 - After discussion on the draft reports with EPCO and SPSU, the Consultant will submit the final reports (with Executive Summaries) to EPCO in 5 hard copies and one electronic copy of each document.
 - **Presentation of Output:** The Consultant shall require giving presentation before World Bank Representative.

Timing Frame:

The duration of the assignment after signing of the agreement between EPCO and the Consultant to the submission of the report will be as follows from the date of Issue of work order.

Tasks

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| 1. On the basis of the 5th, 6th and 7th Monitoring Reports of 14 districts, Consultant should consolidate and prepare single analytical report for each of 3 monitoring.. | Draft
25-01-07 | Final
30-01-07 |
| 2. On the basis of the supervision report, Consultant should develop a document on Lessons Learnt, Best Practices, and Policy suggestion on Environmental Management . | Draft
10-03-07 | Final
20-03-07 |