

TENDER NOTICE FOR

Implementing farmer trainings related to agri-residue management in three states of India

Background: The developPPP project “Improving Air Quality Through Biomass-based Fuel Initiatives in India” GIZ and GPS Renewables aims to tackle a two-fold problem in India: widespread agricultural residue burning causing severe air pollution and a growing need for clean energy to reduce carbon emissions.

Of 500 million tons of agri-residue generated in a year, 100 million tons are burnt in fields – a practice known as stubble burning – as farmers rush to clear fields and prepare them for the next sowing season in a short window. Stubble burning is a major contributor to air pollution leading to high greenhouse gas emissions. This adversely affects the health of people in the northern Indian belt. Biomethanation promises an attractive, clean alternative, and production by plants in the region could help create local jobs while reducing the practice of stubble burning.

As part of the project, GIZ India intends to hire services from able and willing firms to act as developing partners for designing and conducting focused group discussions (FGD) with farmer groups and FPOs for preparatory consultations as well as training of farmers on sustainable farming techniques, feedstock model building and agriculture residue management

Context: The vision of project is to improve capacities of India's biogas sector contribute to improved air quality in Haryana, Punjab and Uttar Pradesh. The project aims to address several target groups:

- Farmers: providing an alternative to stubble burning and a new income source through the sale of agricultural residue
- Local communities: creating employment opportunities in biogas plant operation and maintenance

In this regard, GIZ India invites agencies to design and conduct- (a) focused group discussions (FGD) with farmer groups and FPOs for preparatory consultations; (b) awareness creation and training of farmers/village level entrepreneurs (VLEs) on feedstock model building and agriculture residue management; and (c) supporting farmers/FPOs in their expansion and providing assistance in obtaining financing (government subsidies and debt financing) to procure equipment for crop residue management.

The detailed documentation with regards to this call for proposals includes:

- The Terms of Reference for the Assignment
- Grid for assessing eligibility of firms and Legal Inferences
- The Technical Assessment Grid
- Bidding Conditions
- CO2 emission – Guidance
- Financial Template
- The General Terms & Conditions of Contracts

Please refer to the bidding conditions and follow the instructions carefully.

Tender timelines:

Deadline to receive queries : **31st May 2025**

Clarifications to the queries received : **04th June 2025**

Deadline for submission of bid : **16th June 2025 ; 11:59 pm**

It is construed that all the terms and conditions of the tender package are acceptable and agreed upon by the participating company. No negotiations/changes to the GTCC shall be accepted at a later stage.

GIZ reserves the right to cancel/modify this tender and/or reject a bid document including subsequently a technical and financial proposal, without assigning any reasons.

Tender & Bidding Conditions for Open/Public Tender

This is a standard checklist which constitutes an integral part of tender package and provides detailed orientation and guidance to interested bidders towards the submission of tender documents. These bidding conditions are as per GIZ Procurement Guidelines and adherence of all instructions are **mandatory**.

Process of Tender Submission

The following documents are attached with the tender applications: -

1. Terms of reference
2. Grid for assessing the eligibility of firms (GAEF) & Legal Inferences Doc.
3. Technical assessment grid
4. Bidding conditions & CO2 Emission Guide
5. Financial bid template
6. General terms and conditions of contract (GTCC)*

Interested bidders are required to carefully examine all documents and submit the entire tender proposal as instructed in above mentioned list of documents. Any deviation/ differentiation from the instructions will lead to disqualification of the bidder from the process.

*General Terms of Contracts governing the delivery of works and services commissioned by Deutsche Gesellschaft für internationale Zusammenarbeit (GIZ) GmbH (local) is non-negotiable and all participants companies must go through all the conditions prudently before participating in the bid. Submission of proposal shall be construed as the acceptance of GTCC and bidding conditions as laid down in tender documents. However, all participating companies/firms have the right to seek clarifications in pre-bid queries. No queries/concerns will be considered at later stage.

Content/Documentary evidence for eligibility of firms (GAEF);

The bid should contain the following information:

- 1.1 A covering letter on company letter head duly signed and stamped and providing indexing of documents submitted.
- 1.2 The documentary evidence for all the criteria's defined under the template "Grid for Assessing the Eligibility of Consulting firms (GAEF)"
- 1.3 The documentary evidence must be submitted for all the commercial as well as technical criteria defined under the GAEF Template. Incomplete/partial submission of documents will lead to rejection/disqualification of bid.
- 1.4 Apart from the providing documentary evidence for the criteria's defined in the GAEF, the bidder must submit the respective documents defined under Annexure "A"
- 1.5 In case the bidder enters a consortium, the bidder must submit the detailed consortium agreement duly signed by the respective parties. The agreement must clearly define the technical and financial arrangements/agreements between the parties. (Ref. Consortium Clause)
- 1.6 All the above documents must be part **one zip folder** and can be marked as "GAEF DOCUMENTS"

Content and documents of the TECHNICAL PROPOSAL

Your bid should contain the following information:

- 1.1. Detailed working concept in accordance with the terms of reference which allows technical evaluation in terms of the objective of the measure.

This shall include:

- approach and methodology to carry out the assignment/works including
 - detailed description of the services you plan to provide.
 - a time schedule, in graph form, for the individual measures that you are to implement.
 - CVs of experts/resource person should be the part of technical proposal.
- 1.2. The covering letter of technical proposal must be **electronically** signed by the authorized signatory and the letter must provide the following information.
- Name and designation of authorized signatory
 - Complete address of company / firm
 - Email id and contact number of the authorized signatory
- 1.3 In case the bidder enters a consortium, the bidder must submit the detailed consortium agreement duly signed by the respective parties. The agreement must clearly define the technical and financial arrangements/agreements between the parties. (Ref. Consortium clause)
- 1.4 All the above documents must be part one zip folder and can be marked as “TECHNICAL PROPOSAL”

Content and documents of the FINANCIAL PROPOSAL

The covering letter of financial proposal (**electronically**) must be **duly signed by the authorized signatory** & must provide the following information.

- Name and designation of Authorized Signatory
- Complete address of Company / Firm
- Email id and contact number of the Authorized Signatory

The bidder must ensure to provide the budget in the financial proposal as per following conditions:

- The name and designation of all the experts working on this assignment must be clearly mentioned in the financial offer.
- The bidder can also use the GIZ financial template to submit the financial proposal
- The financial must be in Indian rupees (INR) only.
- GST/VAT/Taxes shall be quoted separately.
- Should not vary according to the mode of payment.
- Must remain valid and unaltered for 90 days.
- The company must have active GST and must be filing the GST returns as per prevailing Indian laws.

All the above documents must be part one zip folder and can be marked as “**FINANCIAL PROPOSAL**”

Consortium

If you are forming a bidding consortium, the bid must demonstrate the complete legal entities of all participating members and contractual arrangement between them. Specifically, all members must name the lead member/partner and authorize this member/partner to represent the association and to receive payments on behalf of the other members including the division of work responsibility between them. The members must also acknowledge joint and other liabilities for performing the contract. A corresponding written authorization must be attached to the bid.

Consortium guidelines –

- Consortium with other firms is allowed. However, all the partners must be onboard at the time of bidding and tender documents clearly specifying the exact role and responsibilities of each partner. Entering consortium during the course of assignment or after award of contract is not permissible.
- The lead partner must be legally registered entity in India. The contract will be issued in favor of Lead Partner and in INR only.
- The bidder can hire the services of freelance consultants.
- Subcontracting the said assignment to different agency/outsourced agency is not allowed without the written permission of GIZ India.
- In case of entering a consortium, the agency must submit the following documents with the technical proposal.
 - a. Consortium agreement duly signed by all parties.
 - b. Name of lead partner (first party)
 - c. Name of the firm with whom the consortium is formed
 - d. Letter from 2nd party accepting the terms of consortium (financial & technical)
- The lead partner/agency should provide the documentary evidence of its own agency (and not of consortium partners) to meet all the criteria's defined under "Grid for assessing the eligibility of firms."

Bid Submission Guidelines

The tender shall be submitted by using the **three (03) zip folder** procedure. The respective folders should be named as follows:

(a) GAEF	RFQ Nr. 83489473
(b) TECHNICAL PROPOSAL	RFQ Nr. 83489473
(c) FINANCIAL PROPOSAL	RFQ Nr. 83489473

The three folders can be part of one single email (preferably) and must be sent on the following functional email id only, marking the title of the tender as: **Implementing farmer trainings related to agri-residue management in three states of India, RFQ Nr.83489473**

The bid must be sent on **qn_quotation@giz.de**

- The bidder must ensure that the zip folders contain all the required documents and double check before sending out the email to the mentioned email id.
- All the documents must be in pdf* or jpg format only, **without** any password protection.
- There shall be no price/budget information mentioned anywhere within the technical or with GAEF proposal, mentioning the same shall lead to disqualification of bid
- Bidders are requested to send the GAEF, Technical & financial proposals as separate attachments in pdf format, in a single mail along with all supporting documents in a compressed folder not exceeding file size of 20 MB in total. Files/Folder more than **20 MB** of size will not be delivered in the above-mentioned email ID's resulting in non-submission of the bids.

- The bidders can submit the proposal(s)/zip folders either in one email or two emails, based on the file size/bandwidth of folders.
- Uploading of bids is prohibited on open sources or any cloud storage services like google drive, drop box, one drive etc. bidders submitting their bids on these platforms shall be immediately disqualified.
- Bidders are requested to **turn on read receipt/delivery receipt** prior to sending any mails on quotation id.
- Any claims of non-receipt of bids/pre-bid queries shall not be considered later in case the bidder fails to produce the delivery receipt of their bids/pre-bid queries sent to the quotation id.
- In case the bid is not delivered in the **qn_quotation@giz.de email**, due to any technical glitch or for any other reasons, it would be entirely **GIZ's discretion**, whether to seek the bid again from the bidder or not, therefore it is imminent to keep read receipt or delivery receipt of all submission for reference.

Pre-bid Queries & Timelines

For any pre-bid queries/or seeking tender clarifications, bidders are requested to submit all questions/queries only in the below mentioned email id's -

Description	Deadline	Email ID	Remarks
Per-bid Queries from Bidders	31 st May 2025	<p>Please send your queries on the following email ids only:</p> <p>shimpa.kalra@giz.de</p> <p>and</p> <p>swarup.mallik@giz.de</p>	<p>Please mention the subject line as:</p> <p>Queries- Implementing farmer trainings related to agri-residue management in three states of India, RFQ Nr.83489473</p> <p>Pre-bid queries received after this deadline shall not be considered.</p>
Clarifications given by GIZ	4 th June 2025		The response will be prepared in form of FAQ and shall be uploaded on the respective web portals where the tender has been made live.
Bid Submission deadline	16th June 2025 ; 11:59 pm	Please send it only on: qn_quotation@giz.de	Don't send the bids on any other email id apart from qn_quotation@giz.de or else the bids shall be disqualified.

Additionally-

- Any bids/supporting tender documents sent after the tender deadline expiration shall also not be considered for evaluation.
- Mention complete tender title including RFQ Number in all tender related communication.

Modification/withdrawal of the bid

- Adjustments to or withdrawal of bids are to be communicated in writing **on email** before the deadline for submission of bids.
- Subsequent adjustments or modifications to the bid, which can be submitted up to the deadline for submission of bids, shall also be subject to the requirements for sending in the bid. The subject line should clearly mention as:

“MODIFICATION / WITHDRAWAL OF THE BID FOR – Implementing farmer trainings related to agri-residue management in three states of India, RFQ Nr.83489473”

Evaluation of bids

- The eligibility of the bidders in terms of relevant experience/commercial suitability will be assessed against “Grid for assessing the eligibility of consulting firms (GAEF)”. The bidders must provide documentary evidence to meet the required criteria as mentioned in TOR.

Bidders need to ensure that the bids are complete in all respects by providing all the documentary evidence against each of the criteria defined under GAEF, GIZ may not be responsible to approach companies once again to submit the missing documents

- The technical evaluation (against technical assessment grid) of the proposals will be undertaken, for only those bidders/agencies, who qualify in GAEF as mentioned above and have provide complete documents. The project/assignment shall be awarded considering the evaluation of the technical and financial proposal. However, the scores obtained in the evaluation of technical proposal shall form basis for opening of financial proposal.
- Agreements with third parties in restraint of competition, which are to the disadvantage of the GIZ, are not permissible and will lead to the bid not being considered.
- The documents submitted in response to the request to bid shall be treated confidentially by yourself and may only be made available to third parties in connection with potential subcontractors in relation to your bid. Non-compliance may result in the bid not being considered.
- The financial proposal shall be evaluated, by the concerned commercial officer, only if the commercial eligibility is met and technical proposal has obtained minimum score of 500 points, as set by GIZ evaluation committee.
- The technical bid and price quotation are weighted at a ratio of **70:30** respectively.

Cost of preparing the bid

No remuneration will be granted for the preparation of the bid and the documents to be attached thereto. The bids, together with the attached documents, shall become the property of the **Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH**, without entitlement to remuneration.

Bids/Covering letter must be addressed to: (REFER Covering Letter format)

Head of Contracts and Procurement

GIZ Country Office,
New Delhi

Misc. information –

- All participants companies are requested to refrain from making any personal / telephonic / email contact about this tender to any personnel of GIZ India (other than procurement team via email). Such actions may lead to the disqualification and further black listing of the company for all future tenders.
- Also, it is recommended to all the interested bidders to keep checking the respective web portals for receiving any latest and updated information pertaining to this tender such as extension of bid submission dates, method of bid submission etc.

We look forward to receiving your offers.

**Contracts and Procurement Unit
GIZ Country Office
India**

Check List of Documents – ANNEXURE “A”
SHOULD BE PART OF GAEF FOLDER

Check List of Documents – ANNEXURE “A” – for a Company

S. No.	Particular	Document to be attached
1	Adherence to GWB Clauses of GAEF	Declaration covering the GWB clauses in Eligibility grid. The details of GWB clause are defined in Legal Inferences document (Mandatory)
2.	Average Annual Turnover, Financial Statements and Income Tax Compliance (REF : Grid for assessing the eligibility of firms)	CA Certificate for Average Annual Turnover for last three financial years including UDIN No. of CA (Mandatory) Audited P&L Account /Income and expenditure sheet and Balance Sheet for last three F.Y along-with the respective Auditor’s Reports including UDIN no. of CA (Mandatory) Copy of the Recent Income Tax Return submitted or Assessment Order (to compare the turnover as per financial statements with Income Tax Return submitted) (Mandatory)
3	Legal Status	Certificate of Incorporation and /or other legal registration documents as per the nature of business (Mandatory)
4	PAN, TAN, GST	Copy of PAN, TAN, and GST certificates (Mandatory)
5	Bank details	Copy of Cancelled cheque along with bank details (Mandatory)
6.	No. of Employee	Self-declaration or PF statement (Mandatory)
7.	Reference Projects	Work order and/ or Completion certificate/ Experience Certificates of assignments (Mandatory) GIZ Experiences, if any: Please give references of assignments with GIZ Non-GIZ Experiences: Please give references of assignments other than GIZ
8	Technical Experience:	<i>Documentary evidence in support of the technical experience, as per tender requirements (Mandatory)</i> <i>REF GAEF – Part B – Technical Experience.</i> <i>The documents should be a part of GAEF Folder.</i>
9	Organizational Profile	Organization may submit standard brochure/profile of the organization including the client list for

		reference purpose (Desirable)
10	References	Organization may provide reference of minimum 03 reputed clients from last 02 years. Please share the Name, Designation, Name of the organisation, email address or contact number (Desirable)
11	Ecological and sustainable parameters	<p>Organization should briefly elaborate the business practices adopted towards the sustainability initiatives and highlight the experience in Sustainable Development Goals (SDGs)</p> <p>(Desirable, but strongly recommended to provide considering GIZ's overall commitment to sustainability initiative, especially SDGs 2030)</p>

**** The bidder must provide the documentary evidence for all the criteria's mentioned above.**

Covering letter Format.

(To be submitted along with the Proposal/bid on company's Letter Head)

M/s
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To,

The Head of Contracts and Procurement
GIZ GmbH, GDCO Office
New Delhi – 110 057

Subject: Proposal in response to Tender No. 83489473

Dear Sir/ Madam,

I/We the undersigned hereby offer to execute the scope of work and accordingly submit our offer in full compliance with terms & conditions of the bid.

The bid is being submitted as per the instructions mentioned in the tender documents.

Legal Name of Entity	
Name of the Authorized Signatory	
Mobile Number	
Email Id	
Land line Number if any	
Office address	
CIN Number/Registration Number	
Name of Directors with DIN/PAN	

(Signature and stamp of Bidder)

March' 2025

Mandatory offsetting of carbon emissions for GIZ Contractors

Background:

This SoP is designed to help service providers reduce and offset their greenhouse gas (GHG) emissions in line with GIZ's principles and best practices.

1. Adopt Ambitious GHG Reduction Targets

- a. **Set ambitious GHG reduction targets** for your operations, ideally in line with the Science Based Targets initiative (SBTi).

2. Follow the Principle of Avoid, Reduce, Offset: When implementing contracts, follow this sequence:

- a. **Avoid:** Prevent GHG emissions wherever possible.
- b. **Reduce:** Implement measures to minimize emissions.
- c. **Offset:** Only offset emissions that cannot be avoided or reduced.

3. Focus on Reducing GHG Emissions from Mobility (Especially Air Travel)

Mobility is often the largest source of GHG emissions. Implement the following steps to reduce emissions from travel:

- a. **Avoid or Significantly Reduce Travel Emissions**
- b. **Replace in-person meetings** with digital alternatives (e.g., virtual workshops or conferences).
- c. **Group meetings in the same country or region** to minimize travel.

4. Optimize Travel Choices

- a. **Book the lowest-emission class:** Opt for economy class, as business class generates significantly more emissions.
- b. **Use rail travel** for short distances instead of flying.
- c. **Choose airlines with better carbon efficiency:** Research and select airlines with more efficient aircraft and higher average load factors. Use online tools like:
 - i. [Atmosfair](#)
 - ii. [MyClimate](#)
 - iii. [Flying Less](#)

5. Choose the Most Carbon-Efficient Flight Routes

- a. **Select direct flights** or routes with minimal stopovers, as these are often more carbon-efficient.

6. Use More Sustainable Means of Transport

- a. **Prioritize buses and trains** over flights for short trips.
- b. **Opt for public transportation** rather than private cars.

7. **Reduce Other Operational Emissions:** Beyond travel, focus on additional emission-reducing actions:
- Implement energy efficiency measures** in properties (e.g., reduce energy consumption, use energy-efficient appliances).
 - Use renewable energy sources** wherever possible.
 - Adopt climate-friendly air-conditioning systems** to minimize energy use.
 - Promote e-mobility** by using electric vehicles for transportation.

Offsetting GHGs from Flights

If avoidance and reduction are not possible, GHG emissions from air travel must be offset.

I. To ensure credibility and quality, follow these guidelines:

✓ High-Quality Offsetting Standards

- **Use high-quality standards** when calculating and offsetting GHG emissions from flights. The German Federal Environment Agency (UBA) recommends the VDR standard, which accounts for all climate impacts of aviation (not just the combustion of aviation fuel).
- **Choose reputable carbon offset providers.** The Stiftung Allianz für Entwicklung und Klima (Development and Climate Alliance) has published a list of reliable standards for carbon credits. It is highly recommended to use these standards for offsetting in the context of GIZ service contracts.

✓ Avoid Low-Quality Offsets

- **Do not purchase carbon offset credits** from "avoided deforestation" projects unless you can confirm that risks like failure to permanently sequester carbon, inaccurate calculations, overestimation of deforestation, or negative social impacts have been ruled out.

II. Maximum Costs for Offsetting

- GIZ has established lump-sum allowances for offsetting carbon emissions from air travel in service contracts. These allowances serve as a **price cap** and guide for costing, ensuring that the financial settlement is based on documentary proof.

III. Offsetting Costs for Flights Between Europe and Other Regions

One-way flight within individual regions or within a single country Category	Flight within specific regions	Maximum offsetting costs ECONOMY Upto max.	Maximum offsetting costs BUSINESS Upto Max.
2.1	Europe, Mediterranean, Central Asia, North/Central America, South America, Asia (mainland)	EUR 50	EUR 90

Cost-Effectiveness Requirement

When purchasing carbon offset credits, ensure that they conform to the recommended high-quality standards and meet the **cost-effectiveness requirement**.

- **Bulk Purchases:** It is often more cost-effective to purchase larger quantities of carbon credits at once, as the prices tend to be lower for bulk orders. Additionally, buying in larger quantities can reduce the administrative effort and time involved in the purchasing process.

Example Scenarios for Offsetting Budget

- **Appraiser Contract in Kenya**

In the course of an appraiser assignment, a contractor needs to travel from Europe to Kenya (outward and return flight). No other air travel is involved. In this case a budget for offsetting is specified in the terms of reference for a booking in economy class, category 1.2, amounting to a maximum of EUR 140 (2 x EUR 70). The actual costs are settled after travel on submission of proof.

- **Consulting Contract in Brazil**

A total of 10 flights (5 outward and 5 return) between Europe and Brazil take place as part of a consulting assignment. A lump sum amounting to a total of EUR 800 (10 x EUR 80) is specified for the international flights, for bookings in economy class, category 1.3. In addition, 8 flights (4 outward and 4 return) take place within Brazil and to neighbouring countries. An offsetting budget of EUR 320 (8 x EUR 40) is specified in the terms of reference for these flights, in category 2.1. The actual costs are settled after travel on submission of proof.

Calculating GHG emissions

There are various methods of calculating the GHG emissions from flights. According to the German Federal Environment Agency (UBA) the VDR standard should be used, which is employed in the [Offset your flight - atmosfair](#) calculator, for example. This takes account of other impacts of aviation on the climate, not only the combustion of aviation fuel.

General terms and conditions of contract ('local terms and conditions') for supplying services and works to or on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in The Republic of India

1. General provisions for supplying work and services

1.1. Applicable law, place of jurisdiction

The contract is subject to the laws of The Republic of India. The contractor's general terms and conditions of business or payment shall not apply. The place of jurisdiction is <place>. GIZ may also institute proceedings against the contractor before the competent court for the latter's place of residence or place of business or habitual place of residence.

1.2 Form

Any amendments or supplements to the contract and all material communications must be in text form unless the parties have made different arrangements, or a stricter format is prescribed by law.

1.3 Quality of work and services

The work and services to be provided must comply with the recognised state of scientific knowledge and the generally accepted rules of technology, standards of quality and performance generally applicable to such services, as well as the terms of reference. They must be of excellent quality.

[1.4 deleted]

[1.5 deleted]

1.6 Confidentiality

Any and all data relating to the contract as well as any other GIZ information, such as submitted documents and exchanged information of which the contractor and its employees become aware in the course of performing the contract, must be treated as confidential during and beyond the term of the contract. This provision applies even if such documentation and information has not been explicitly designated as secret or confidential. As a matter of principle, such information shall only be made accessible and known to persons for whom it is essential for the fulfilment of their tasks (need-to-know principle).

Contractors shall not allow third parties to access documentation or work results of any kind, in particular reports, without the prior express written consent of GIZ in text form. Third parties under this provision also include the ultimate commissioning party/client.

1.7 Requirement for GIZ's approval for publications

Any publications regarding the contractor's activities within the framework of the project require the express and written prior approval of GIZ in text form, even after the contract has come to an end. Subject to Confidentiality and Data Protection requirements, GIZ approval is not required for brief, confidentiality secured, descriptions of the contract and of the scope of activities that are intended for use in the contractor's PR work.

An outline of the subject matter of the contract and the key results constitutes a brief description. The contractor must always express in an appropriate way that its activities are performed on behalf of GIZ and must name the ultimate commissioning party/client and any other financing parties.

1.8 Use of GIZ's corporate design

When designing materials relating to the contract that are intended for use with third parties (e.g. business cards, letterheads, emails, publications, presentations), the provisions of the Corporate Design Center (<https://www.giz.de/cdc/en/html/59557.html>) and other GIZ specifications must be followed. The design must also be agreed with GIZ and in the event of direct cooperation also with the responsible partner institution.

1.9. Property rights and rights of use

1.9.1 Basic principle

Unless otherwise expressly agreed in writing in the contract documents, the contractor shall assign to GIZ all assignable ownership and property rights to its work results. If the work results are protected by copyright or other non-assignable property rights, the contractor shall grant GIZ an exclusive and irrevocable right (such as license) that is unlimited with respect to time, location and content to use all work results, including for commercial use outside the measure. Furthermore, the originator expressly waives the right to be named as such.

1.9.2 Work results

Work results for the purposes of Section 1.9.1. are all material and immaterial outputs that are created or procured in performance of the contract, especially studies, drafts, documentation, articles, information, illustrations, drawings, calculations, plans, photos, materials, film negatives, image files and other visual presentations. Work results shall also include any computer programs that the contractor produces, modifies, procures or makes available in performance of the contract.

1.9.3 Scope of rights of use

GIZ's rights of use shall include the right to use the work results without limitation with respect to time, content and location. GIZ is further entitled to assign to third parties the rights of use granted or to grant third parties simple rights of use.

1.9.4 Freedom from third-party rights

The contractor warrants that the work results are free from any copyright or other third-party rights that would prejudice the use of the work results pursuant to Section 1.9.3. The contractor shall defend GIZ from all claims arising from an infringement of industrial property rights, copyrights or any other property rights due to the use of the work results as agreed in the contract and shall meet all costs and damages imposed on GIZ by a court of law insofar as GIZ has informed the contractor without delay of any such claims and the contractor is entitled to take defensive action or negotiate a settlement.

The aforementioned obligation on the part of the contractor shall not apply if the contractor is not responsible for the infringement of the rights.

1.9.5 Compensation

The contractually agreed remuneration also includes the consideration for grant of rights of use.

1.9.6 Contractor's right of use for its own purposes

GIZ may grant the contractor the right – in text form – to use the work results for its own purposes free of charge. GIZ will permit such use if and to the extent that the contractor can demonstrate a legitimate interest and this does not conflict with GIZ's interests. The contractor must name GIZ whenever the work results are used

1.10 Data protection

Within the framework of the contract, GIZ processes personal data exclusively in accordance with the EU General Data Protection Regulation (EU GDPR) and other applicable data protection regulations such as Digital Personal Data Protection Act, 2023 of the Republic of India.

The contractor shall comply with the requirements of applicable data protection regulations and require such compliance of its employees.

The contractor warrants that any data transmitted to GIZ have been processed in accordance with the applicable data protection provisions and are exempt from any third-party rights which could prejudice the use of these data within the framework of this contract. The contractor shall indemnify GIZ against all claims arising from the violation of data protection regulations and shall reimburse GIZ for all costs incurred in connection with its corresponding legal defence or the imposition of government sanctions.

Should applicable data protection law contain specific principles that must be respected when providing work and services (e.g. a privacy by design or default approach in order to ensure the data protection-friendly implementation of technical requirements), the contractor shall place particular emphasis on the practical application of such principles.

Should the contractor process personal data for GIZ as set out in Article 28 GDPR and the provisions of applicable Indian laws, this shall take place on the basis of a relevant agreement.

1.11 Prevention of the financing of terrorism and compliance with embargoes

The contractor shall not make any funds or other economic resources available, directly or indirectly, to third parties that are included on a sanctions list issued by the United Nations and/or the EU.

When implementing the contract, the contractor may enter into and/or maintain business relations only with third parties that are reliable and to whom no statutory ban on entering into contractual or business relations applies.

When implementing the contract, the contractor must also comply with embargoes and other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany. The contractor must notify GIZ without delay and on its own initiative if the contractor,

a member of its official managing body and/or other administrative bodies (in this context its shareholders and/or staff) is included on a sanctions list issued by the United Nations or the EU. This provision also applies if the contractor becomes aware of an event that would lead to such a listing.

The contractor shall notify GIZ without delay and on its own initiative of any violation of the provisions stipulated in this Section 1.11. This does not affect GIZ's rights under Sections 5 and 6 of these Terms and Conditions.

1.12 Obligations resulting from the Code of Conduct

1.12.1 Code of Conduct for contractor

The contractor shall guarantee with regard to its own business activities that it acts in accordance with the Code of Conduct for Contractors of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH ('Code of Conduct') (Annex 4). It warrants that it will appropriately apply the provisions of the Code of Conduct along the supply chain if GIZ establishes the existence of a human-rights or environment-related risk and notifies the contractor thereof.

The contractor is obliged to hold GIZ harmless from third-party claims resulting from a breach of the Code of Conduct unless the contractor can prove that it is not responsible for the breach.

1.12.2 Preventive measures

The contractor must take appropriate measures to minimise the risk of breaches of the provisions of the Code of Conduct. If GIZ identifies (new) risks during performance of the contract, additional preventive measures must be taken. GIZ is entitled to instruct the contractor to take specific measures.

1.12.3 Ensuring access to the complaints procedure in the supply chain

The contractor shall ensure unhindered access for all of its employees to the complaints procedure set up at GIZ. In particular, the contractor shall not undertake any actions that hinder, prevent or complicate access to the complaints procedure. This also applies to reports that human-rights or environment-related obligations have been violated due to the actions of an indirect supplier.

1.12.4 Warranted controls

GIZ is entitled to check whether the contractor complies with the provisions of the Code of Conduct if compliance risks have been identified, and the contractor has been informed of them. The corresponding control measures must be appropriate and give due consideration to the contractor's justified concerns. In particular, control measures include the request for comprehensive disclosure, on-site checks by GIZ or a commissioned third party and mandatory certification in line with recognised standards. All control measures relate solely to compliance with human-rights and environment-related obligations.

1.12.5 Participation in training courses

If GIZ identifies compliance risks related to the Code of Conduct, the contractor is obliged, at GIZ's request, to take part in training courses carried out by GIZ to ensure compliance with the Code of Conduct and to ensure that the Code is adequately applied in the extended supply chain. Participation is not necessary if GIZ agrees and if the contractor confirms in writing to GIZ that it (i) complies with the provisions of the Code of Conduct and (ii) verifiably conducts its own training courses.

1.12.6 Obligations to provide information and documents

The contractor is obliged on request to procure and provide the information and documents GIZ needs in order to meet all of the regulatory requirements resulting from the contractual relationship, for example requirements related to the German Federal Act on Corporate Due Diligence Obligations in Supply Chains (LkSG).

1.12.7 Legal consequences in the event of violations of the Code of Conduct

If the contractor breaches any of the obligations set out in the Code of Conduct, GIZ is entitled to suspend performance of the contract or terminate the contract if the breach is not remedied after setting a reasonable deadline. There is no need to set a deadline in the event of a serious, persisting or repeated breach. If GIZ terminates the contract for this reason, the contractor shall be deemed responsible for the termination. If the contractor breaches an obligation under the Code of Conduct, the contractor is additionally obliged to pay damages unless it can prove that it is not responsible for the breach. The payment of damages also includes appropriate compensation for reputational damage.

If the contractor breaches an obligation under the Code of Conduct, GIZ is furthermore entitled to exclude the contractor from future competitive award procedures for as long as the breach persists and to the extent the GIZ, at its sole and absolute discretion, considers appropriate.

The contractor is obliged to pay a contractual penalty for each breach of the Conflicts of Interest (4.1) and the Integrity Principles (4.2); the amount of this penalty (i) depends on the nature and severity of the breach, (ii) is established by GIZ after due consideration and (iii) shall not exceed EUR 50,000. If a pecuniary advantage granted by the contractor as a form of bribery is greater than EUR 50,000, the contractor must pay a contractual penalty equal to this sum. Any further rights to claim damages on the part of GIZ shall remain unaffected. However, contractual penalties that have already been paid shall be deducted from such claims for damages.

1.13 Agreements under international law and implementation agreements

The contractor is obliged to comply with the applicable stipulations of the respective agreements under international law (general agreements on technical cooperation, exchanges of notes) between the Federal Republic of Germany and the country of assignment and, if applicable, any implementation agreements between the project executing agency and GIZ.

2. Provision of work and services by the contractor

2.1 Assignment of experts

The contractor shall ensure that it and any experts it assigns possess the appropriate professional and personal qualifications needed to complete the stipulated tasks successfully.

The contractor is responsible for ensuring that the experts it assigns comply with the relevant provisions set out in the contract and have been adequately informed about the contractual provisions on information security.

2.2 Protective measures, health requirements and necessary insurance policies

The contractor shall be responsible for ensuring that it and the experts it assigns meet the health requirements for the country of assignment. The contractor is in particular obliged to arrange the necessary vaccinations. The contractor must ensure adequate insurance cover (in particular health, repatriation and accident insurance). The contractor must provide evidence of compliance with this provision if requested by GIZ.

GIZ will accept no liability for property damage, sickness, personal injury or death in respect of the contractor or the experts assigned by the contractor to the project, or for the consequences thereof.

2.3 Cooperation with other institutions

The contractor and the assigned experts are obliged to cooperate with the German mission abroad, specialists working in the country of assignment and the representatives of the Federal Republic of Germany working in the country of assignment, and also – where relevant for (contract) performance – with representatives and experts of multilateral and other organisation

2.4. Force majeure

Force majeure is an unavoidable event (e.g. natural disaster, outbreak of disease or an epidemic, serious unrest, war or terrorism) that no human foresight or experience could anticipate, that cannot be evaded or overcome by applying economically reasonable means or taking utmost care and that prevents or impedes one party to the contract from fulfilling their contractual obligations. If an event originates from the sphere of responsibility of one of the parties to the contract, this shall not constitute force majeure.

In the event of force majeure, the contractual obligations, insofar as they are affected by the event in question, shall be suspended for as long as it remains impossible to render the services because of this situation, provided that one party to the contract notifies the other party to the contract about the force majeure event without undue delay. In this case, the contractor is obliged to take all measures to keep the expenses resulting from the force majeure event as low as possible and to document them.

If the provision of services becomes permanently impossible due to the force majeure event or if the force majeure event persists for longer than three months, both parties to the contract are entitled to terminate the contract without further notice. This shall not affect GIZ's rights of termination as set out in Section 4.3.

In the event of interruption or termination as a result of force majeure, the services rendered and all proven, necessary and unavoidable expenses incurred by the contractor shall be invoiced in accordance with the contract prices. GIZ may refuse to reimburse expenses in accordance with this provision if the contractor fails to provide GIZ with sufficient evidence or documentation of its expenses and the measures taken to reduce them, or the contractor does not do so promptly without having good reason for late submission of the evidence or documentation. Expenses arising after a period of two months after the commencement of the interruption shall not be reimbursed. If, due to force majeure, the activity is continued with GIZ consent at a location other than the place of assignment, payment of the contractually agreed fee shall continue.

Payment of the other remuneration items will continue in the contractually agreed amount for a period of up to three months unless they are or can be saved, or the resources are used for a different purpose.

2.5 Information and reporting obligations

2.5.1 Reporting obligations

The contractor shall submit to GIZ the type of reports specified in the contract punctually, at the required intervals, in the agreed form and language, and in the format stipulated. Unless otherwise agreed in the contract, the contractor shall prepare the reports in English and forward them to GIZ in electronic form (both in a format that is MS Word compatible and as a pdf file).

2.5.2 Obligation of the contractor to report on the status of the contract

GIZ may at any time review the status and results of the performance of the contract, including the project accounts and any project-related special accounts. The contractor must keep the necessary records available and provide the required information. At the request of GIZ, the contractor shall also provide information to other institutions or persons and organisations commissioned by GIZ and to make audits possible; it also undertakes to cooperate appropriately in any such audits.

2.5.3 Reporting information security incidents

The contractor must notify GIZ (informationsecuritymanagement@giz.de) without delay and in appropriate form of any information security incidents that (also) concern GIZ information.

An information security incident is an event that could negatively impact information security, for example through unauthorised viewing/disclosure of information (loss of confidentiality), modification of information (loss of integrity) or deletion of information/disruption of access to information (loss of availability).

2.6 Keeping of contract-related records

The contractor must keep contract-related records and work results, including financial records, for ten years after acceptance of the final report or, as the case may be, of the performance of the work and submit these records to GIZ on request.

Any other documents, aids, materials or objects received from GIZ that – under the terms of the contract – were not permanently handed over to the contractor must be returned by the contractor immediately and without being requested to do so at the end of the contract. This also applies to all copies.

In the aforementioned cases, the handover procedure is specified by GIZ. GIZ is also entitled to demand erasure (i.e. information cannot be reconstructed) or destruction in whole or in part. Evidence of the erasure and the procedure applied is to be provided to GIZ on request, for example by means of a written explanation. Additional remuneration will not be provided.

Statutory storage obligations and periods remain unaffected by this provision.

2.7 Procurement of materials and equipment

In the case of the contractually agreed procurement of materials and equipment, a certificate confirming handover to the recipient designated in the contract must be submitted in addition to the vouchers required pursuant to Section 3.2.1.

Procurement orders may only be placed with qualified and competent providers on cost-efficient terms and on the basis of competition. In the procurement process, the contractor must ensure transparency, equality of treatment, the eligibility of tenderers and sustainability. As far as possible, at least three tenders are to be obtained. The contractor must comply with the [rules for inventoring and handling over equipment and materials](#) (Annex 1). Contractor/Service Provider shall be solely responsible to ensure that it has, in relation to the taking over of the above referred materials and equipment, faithfully and diligently complied with or shall comply with all applicable laws and regulatory requirements of the legal jurisdiction that applies to and governs the Contractor/Service Provider and shall at all times keep the GIZ indemnified against any and all consequences in relation thereto.

2.8 Use of end devices

Whenever end devices are used within the framework of contract implementation, the contractor must ensure that the place where they are used is suitably secure and that the devices cannot be used by unauthorised persons. It is also necessary to ensure that unauthorised third parties are prevented from viewing GIZ-related information (e.g. by using privacy filters).

3. Remuneration and invoicing

3.1 Principle of remuneration, items of remuneration

The price specified in the contract is a maximum amount; any costs in excess of this shall not be reimbursed.

In addition to the contractually agreed price the contractor may, where applicable, invoice value-added tax (VAT) at the statutory rate.

Remuneration is paid for contractually agreed items of remuneration; the amounts agreed are the maximum amounts in each case.

Rebates, discounts, refunds, tax concessions or refunds and all other price reductions obtained by the contractor when providing work and services, the costs of which are reimbursed by GIZ, must be taken and passed on to GIZ or deducted from the invoice.

3.1.1. Fee

The fee is calculated on the basis of expert-days. An expert-day is a full day on which the contractor or one or more of the experts it assigns provides work and services for GIZ. Days used exclusively for travel are not considered to be expert-days.

If contractually agreed, expert hours may also be used as the basis for calculating fees in individual cases. No other units may be invoiced.

The contractor's fee or the fee of the experts assigned by the contractor covers all personnel costs including ancillary personnel costs, communication costs, reporting costs and all overheads, profit, interest, risk, etc.

3.1.2 Travel expenses

3.1.2.1 Air travel expenses and other transport costs

Air travel expenses and other transport costs are reimbursed to the extent agreed in the contract, either to the amount for which evidence is provided or as a lump sum.

3.1.2.2 Per-diem allowance

The per-diem allowance covers the additional cost of subsistence to the contractor or the contractor's experts during an assignment away from their regular domicile and/or seat of business for a period as of a one-day business trip.

3.1.2.3 Overnight accommodation allowance

The overnight accommodation allowance covers the cost to the contractor or the contractor's experts of accommodation on an assignment away from their regular domicile or seat of business, if an overnight stay is necessary.

Overnight accommodation allowances are only paid if the contract necessitates an overnight stay. Information on such stays is stored in a separate section of the time record.

Other travel expenses

Other contract-related travel expenses are reimbursed up to the contractually stipulated number and quantity, either to the amount for which evidence is provided or as a lump sum depending on the contractual agreement.

Travel between the place of residence and workplace are private journeys and not included in 'other travel expenses.'

3.1.3 Other costs

3.1.3.1 Subcontracts

In the case of subcontracts, the actual costs incurred are reimbursed within the contractually agreed scope to the amount for which evidence is provided.

3.1.3.2 Flexible remuneration item

Where a flexible remuneration item is contractually agreed, the contractor may exceed the contractually agreed quantities up to the amount of the flexible remuneration item, taking into account the contractually agreed individual rates and bases for invoicing. The flexible remuneration item only covers costs for items listed where these are contractually agreed.

The use of the flexible remuneration item must be approved in text form by GIZ before the costs in question are incurred.

3.2 Terms of payment, invoicing for contracts for services

3.2.1 Presentation of invoices

The contractor shall bill GIZ for its services in an invoice that complies with the legal requirements. As a matter of principle, all payments require presentation of relevant evidence. All the necessary vouchers must be attached in the original. All payments shall be made after deduction of tax at source per applicable rates. Advances shall be adjusted from bills presented per terms of contract.

3.2.2 Time records

Fees and any contract-related per-diem or overnight accommodation allowances requiring payment are invoiced on the basis of time records (Annex 3) in which the contractor enters the number of expert days.

3.2.3 Final invoice, final payment

The contractor shall be obliged to submit the final invoice without delay, and in any event not later than six weeks after the contractual end of the period of assignment. The final invoice may be submitted before the end of the contractually agreed term once the work or services have been completed. The invoice must contain all of the contractor's claims for remuneration, be verifiable and contain all the necessary information (with all the required receipts/vouchers). The final payment is made on submission of the final invoice in due form and the performance of all contractual obligations by the contractor.

Any amounts overpaid by GIZ must be repaid to GIZ by the contractor without delay after invoicing.

If an advance payment was made and the contractor does not submit the final invoice within 15 days despite a reminder by GIZ, the contractor shall be obliged to repay the advance payment.

3.3 Terms of payment, invoicing for contracts for works

Contracts for works shall be subject to the conditions of Section 3.2 with the following provisions:

3.3.1 Claim for payment

The final invoice must be submitted without delay and in any event not later than six weeks after acceptance. It must contain all of the contractor's claims for remuneration, be verifiable and contain all the necessary information (with all the necessary receipts/vouchers).

Payment of remuneration is due after acceptance of the work and services and following receipt of a final invoice containing all the required details (together with all necessary receipts/vouchers). Payment shall be made by GIZ no later than 30 days after justified claims fall due.

3.3.2 Security deposit

If payments on account have been agreed in the contract, 10% of the amounts invoiced in accordance with the contract (including VAT) shall be retained and initially not disbursed. This amount can be released against the provision of a security. The amount retained shall be disbursed following acceptance of the work as a whole.

3.3.3 Acceptance

Acceptance shall be effected in text form.

GIZ shall be entitled to submit warranty claims for any defects that were evident on acceptance even if it did not reserve the right to make such claims at that time.

4. Supplementary performance, interruption and termination

4.1 Supplementary performance

If the contractor's performance is defective, GIZ may, at its sole and absolute discretion, require supplementary performance without any additional payment; however, requiring supplementary performance is not a prerequisite for asserting other rights.

4.2 Interruption on GIZ's instruction

GIZ may at any time order a complete or partial interruption of the activity, for political reasons for instance. In this case, the contractor must take all necessary measures to keep its expenses as low as possible.

If the interruption lasts for more than three months, the contractor may terminate the contract.

In the event of interruption or termination, the services rendered up to that point and all proven necessary expenses incurred by the contractor up to the end of the interruption shall be invoiced at the contract prices. No further claims are permissible.

4.3 Termination

GIZ may terminate the contract at any time without setting any further deadlines or making a prior request for deficiencies to be corrected, either wholly or in respect of individual parts of the work and services or with regard to individual experts.

4.3.1 Grounds which are not the fault of the contractor

If GIZ terminates the contract for a reason that is not the fault of the contractor, the contractor shall be entitled to demand the agreed remuneration, only for work executed and delivered to the satisfaction of the GIZ. However, the contractor must allow deduction of expenses which are or could be saved, as well as of earnings from the alternative use of the resources in question, or of potential earnings foregone wilfully. Fees, salaries and ancillary salary costs are deemed to be savable if they relate to periods more than 60 days after receipt of notice of termination.

The contractor bears the burden of proof in the cases of exception.

4.3.2 Grounds which are the fault of the contractor

Should GIZ terminate the contract for a reason which is the fault of the contractor, only the work and services already performed to the satisfaction of the GIZ will be remunerated – provided that GIZ has a use for them – either at contract prices or on a pro rata basis taking into account the contract prices and the work and services provided in comparison to what would have been required for complete performance of the contract. Work/services that cannot be used shall be returned to the contractor at the latter's expense. If the contract performance comprises the provision of services, any services rendered in accordance with the contract up to the date of termination and accepted as such by the GIZ without recording deficiency in quality or quantity of the services, may be deemed to have been usable. Under no circumstances the entitlement to payment shall exceed the total contract value.

5. Liability and delays

5.1 Liability

The contractor is liable pursuant to the statutory provisions. In addition, GIZ shall be entitled to claim for loss or damage suffered by the recipient of the work and services as a result of the contractor's failure to meet its contractual obligations or for any services deemed to be deficient in terms of quality or quantitative delivery.

5.2 Delays in the progress of work and services

If the contractor fails to meet the agreed dates and deadlines for an agreed piece of work and does not deliver the work within the period of grace set by GIZ, then GIZ shall be entitled, as soon as the period of grace has expired, to demand a contractual penalty of 0.5 % of the remuneration for each week or part thereof after expiration of the set period of grace; however, the contractual penalty shall not exceed a total of 8% of the remuneration.

6. Final provisions

6.1 Prohibition of assignment by the contractor

The assignment of claims arising from the contract is excluded unless GIZ has expressly agreed to such assignment in writing.

6.2 Partial invalidity

Should individual provisions of this contract be or become invalid or unenforceable, the validity of all other provisions in the contract will remain unaffected. The invalid or unenforceable provision is to be replaced by a valid and enforceable provision, the effects of which most closely

6.3 Annex to the Terms and Conditions

1. GIZ rules on inventorising and handing over equipment and materials.
2. Award note
3. Time record
4. Code of Conduct for GIZ contractors

The relevant forms, documents and explanations of the above annexes to the Terms and Conditions can be found on the GIZ website [VerträgeüberDienst-und Bauleistungen sowie Entwicklungspartnerschaften: Vertragsmanagement und Abrechnung - giz.de](https://www.giz.de/vertraege/ueberdienst-und-bauleistungen-sowie-entwicklungspartnerschaften-vertragsmanagement-und-abrechnung-giz.de)

Doing business with GIZ • Procurement and Financing – GIZ as a public sector contracting authority • Contracts for services and construction as well as development partnerships: Contract management, invoicing and accounting procedures (overview page).

This document provides a clarification on section 123 and 124 of GWB (German act against restraint of competition). Same shall be integral part of grid for assessing the eligibility of firms (GAEF)

Section 123 of GWB – The assessment grid refers to section 123 of GWB as the mandatory grounds for exclusion of a bidder from the procurement process.

Section 123 of GWB primarily refers to involvement in a criminal offence as a ground for exclusion of the bid participant and criminal offences listed in section 123 of GWB inter alia include engagement in formation of criminal organization or terrorist organization, terrorism financing, money laundering, fraudulent activities, taking or giving bribes, human trafficking etc.

In addition, section 123(4) of GWB further states that an undertaking shall also be excluded from the procurement procedure if such undertaking has not fulfilled its obligations relating to payment of taxes, charges or social security contributions.

“Mandatory grounds of exclusion – i.e., the bidder and/or its management has been involved in and convicted of an offence under:

- a. the Indian Penal Code, 1860
- b. the Prevention of Corruption Act, 1988
- c. the Prevention of Money Laundering Act, 2002
- d. the Unlawful Activities (Prevention) Act, 1967
- e. the Immoral Traffic (Prevention) Act, 1956 or
- f. any other applicable legislation in this regard

In addition, the bidder is also debarred from the procurement process, if the bidder has committed any fiscal offence including but not limited to the following legislations, which offence/contravention has been established by judicial or administrative decision having final and binding effect:

- a. default in payment of tax under the Income Tax Act, 1961
- b. default in payment of goods and service tax in compliance with the GST laws
- c. default in payment of any tax in compliance with the applicable national, state or local legislation
- d. default in payment of employee benefits under the labour and employee legislations such as provident fund, professional tax, labour welfare cess etc.
- e. default in compliance with the Foreign Contribution (Regulation) Act, 2010

Sub-point (a) and (b) above (concerning the Indian Penal Code, 1860 and the Prevention of Corruption Act, 1988) have been prescribed as grounds for debarment of a bidder, under rule 151(1) of the General Financial Rules, 2017 as well.

Assessment grid refers to section 124(1) and 124(2) of GWB as the optional grounds for exclusion of a bidder from the procurement process.

Section 124(1) of GWB prescribes facultative grounds for exclusion which may be considered for excluding any undertaking from the procurement process. The said facultative grounds of exclusion inter alia include breach of applicable environmental, social or labour obligations in carrying out public contracts, undertaking being a part of insolvency

proceedings, commitment of grave professional misconduct which renders the integrity of the undertaking as questionable, involvement in any anti-competitive trade practices, existence of any conflict of interest, termination of contract or any damages or sanctions being imposed on the undertaking on account of deficient performance under a public procurement contract or concession contract or the undertaking being engaged in any misrepresentation or misleading acts.

“Optional grounds of exclusion – i.e., the bidder and/or its management is found to be engaged in or subject to any of the following:

- a. breach of applicable environmental, social or labour and employee legislations in undertaking its operations or business activities.
- b. insolvency or liquidation proceedings.
- c. any collusion, bid-rigging or anti-competitive behaviour that may impair the transparency, fairness and progress of the procurement process.
- d. any conflict of interest in case of bidder being selected for the proposed contract/tender.
- e. termination of contract or imposition of any damages or sanctions for any prior public contract or concession contract.
- f. any financial or business transaction between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity, either directly or indirectly.
- g. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- h. making false declaration or providing false information or withholding relevant information for participation in a tender process or to secure a contract; or
- i. bidder being debarred by any ministry, government department, public sector undertaking etc. pursuant to the General Financial Rules, 2017 or any procurement guidelines of any such ministry, government department, public sector undertaking etc.

Terms of reference (ToR) for the procurement of services below the EU threshold

CONFIDENTIAL

Engagement of an agency for implementing farmer trainings related to agri-residue management in three states of India	Project number/ cost centre: 23.1001.9-215.01
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0. List of abbreviations

AVB	General Terms and Conditions of Contract (AVB) for supplying services and work 2018
BEIS	Department for Business, Energy and Industrial Strategy
BMWK	German Federal Ministry for Economic Affairs and Climate Action
CAPEX	Capital Expenditure
CBG	Compressed Bio-Gas
CO ₂	Carbon Dioxide
CO	Carbon Monoxide
FGD	Focussed Group Discussion
FPO	Farmer Producer Organisation
GIZ	Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH
MoEFCC	Ministry of Environment, Forest and Climate Change
MoHUA	Ministry of Housing and Urban Affairs
NO ₂	Nitrous dioxide
SO ₂	Sulphur dioxide
SPM	Suspended Particulate Matter
ToRs	Terms of reference
ToT	Training of Trainer
VLE	Village Level Entrepreneur

1. Context

1.1 About the Project

The developPPP project “Improving Air Quality Through Biomass-based Fuel Initiatives in India” GIZ and GPS Renewables aims to tackle a two-fold problem in India: widespread agricultural residue burning causing severe air pollution and a growing need for clean energy to reduce carbon emissions.

Of 500 million tons of agri-residue generated in a year, 100 million tons are burnt in fields – a practice known as stubble burning – as farmers rush to clear fields and prepare them for the next sowing season in a short window. Stubble burning is a major contributor to air pollution leading to high emissions of fly ash, carbon monoxide (CO), carbon dioxide (CO₂), sulfur dioxide (SO₂), nitric oxide and nitrogen dioxide (NO₂) and suspended particulate matter (SPM), and a decline in soil fertility. This adversely affects the health of people in the northern Indian belt.

India is also striving for energy security for its billion-strong population while needing to cut emissions. Biofuels promise an attractive, clean alternative, and production by plants in the region could help create local jobs while reducing the practice of stubble burning. However, there is not enough awareness on the value of agricultural residue as a resource, as well as skilled labour to operate and maintain biogas plants.

As part of the project, GIZ India intends to hire services from able and willing firms to act as developing partners for designing and conducting focussed group discussions (FGD) with farmer groups and FPOs for preparatory consultations as well as training of farmers on sustainable farming techniques, feedstock model building and agriculture residue management.

1.2 Context

The vision of project is to improve capacities of India’s biogas sector contribute to improved air quality in Haryana, Punjab and Uttar Pradesh.

The project aims to address several target groups:

- Farmers: providing an alternative to stubble burning and a new income source through the sale of agricultural residue
- Local communities: creating employment opportunities in biogas plant operation and maintenance

In order to achieve this objective, the following measures will be implemented.

- Awareness building: Equipping farmers and local communities with the knowledge they would need to participate in the soon-in-demand market for agricultural residue and generating revenue.
- Curriculum development: On sustainable farming techniques, feedstock supply chain management and CBG Plant Operation and Maintenance
- Jobs and social impact: Generating green jobs and improving livelihoods in rural areas, particularly for economically disadvantaged groups

In this regard, GIZ India aims to develop a comprehensive questionnaire for farmers and other stakeholder groups to understand expectations and align project objectives. GIZ India invites agencies to design and conduct- (a) focused group discussions (FGD) with farmer groups and

FPOs for preparatory consultations; (b) awareness creation and training of farmers/village level entrepreneurs (VLEs) on feedstock model building and agriculture residue management; and (c) supporting farmers/FPOs in their expansion and providing assistance in obtaining financing (government subsidies and debt financing) to procure equipment for crop residue management.

2. Tasks to be performed by the contractor

The contractor is responsible for providing services as per the detailed description of the scope of work in the work packages outlined below but not limited to:

2.1 Work Package 1: Comprehensive baseline assessment

This activity shall involve baseline assessment to gauge the current status of agri-residue management and situation on-ground in project geographies. The baseline assessment shall use the Development Assistance Committee (DAC) criteria¹ as its assessment framework to ensure a comprehensive and structured evaluation of project's effectiveness.

A stratified random sampling approach should be adopted and sampling size should be justified based on national and international standards.

- i. Conduct on-ground and secondary surveys, discussions to map viable feedstocks, quantities focusing on topics as below:
 - a. Availability of agricultural land and desk-based assessment of potential to generate agricultural residue for biogas production.
 - b. Availability of raw material (paddy straw, press mud, agri-residue, etc.), existing cost of the raw material, current pricing and appraise the willingness to sell based on on-ground survey/FGDs.
 - c. Biogas generation potential in select districts.
 - d. Existing institutions/structures in place to coordinate aggregation, storage and transport of the agri-residue
 - e. Costs to procure all necessary equipment for aggregation, storage, transport and other such logistics (the supply chain is developed so that farmers/FPOs are responsible for agri-residue from farm to factory, and all equipment procured as part of this project remain with the project participants).
 - f. Status of skilled labour supply in agri-residue management in collection, management and storage.
- ii. Develop guidelines for conducting feedstock assessment and supply chain design for other sites.

2.2 Work Package 2: Designing the questionnaire for FGDs

- i. Desk based research to identify target groups. The target groups should be segmented based on select project districts, type of farming practices, area of

¹ The DAC framework should assess project across 6 key dimensions, i.e., relevance, coherence, effectiveness, efficiency, impact and sustainability.

- farmland, agricultural residue generation and current practices of agricultural residue management.
- ii. Study the aspects for each of the following:
 - a. Collect in-depth insights into farming practices, quantum of agriculture residue generated, challenges with handling agricultural residue, technological options including on-farm agri-residue management, others.
 - b. Identify barriers faced by farmers in accessing markets, financing, and information.
 - c. Assess existing support being received by farmers through government policies on stubble burning and current practices.
 - iii. Design and develop questionnaire covering each of the aspect to understand farmers' needs, challenges, opportunities, and feedback on specific agricultural practices, policies, or interventions to prevent stubble burning.
 - iv. Gap assessment in the existing agriculture residue purchase programmes and suggestions from farmer's perspective should be captured.

2.3 Work Package 3: Organizing the FGDs with farmers, FPOs and other relevant stakeholders.

2.3.1 Planning the FGDs

- a. Identify number of farmers and farming organizations in select districts.
- b. Identify FPOs and interested farmer groups and other relevant stakeholders in consultation with GIZ.
- c. Organise at least two FGDs with farmers, FPOs and aggregators etc. in each district for seeking inputs on improving the modules.
- d. Preparation of discussion summary.

2.3.2 Data recording and reporting

Preparation of data/analysis reports, power point presentations, graphs, and analytics etc.

2.3.3 Videography of farmers, FPOs, and other stakeholder interviews and site visits to the farms

The videography should cover interviews, record voices, agriculture residue management processes, facilities and aerial shots of the facilities, machines etc. Ideally 1 video from each district of minimum 5 minutes duration.

2.4 Work Package 4: Developing training module on feedstock model and agri-residue management

The training module must be prepared in close coordination with GIZ and project partners. The service provider should consider the following:

- i. Development of module for feedstock supply chain management based on the insights from the feedstock study as well as FGDs.
- ii. Customise training module with respect to Village Level Entrepreneurs (VLEs), farmers, FPOs and trainers.
- iii. Prepare a model curriculum, a trainee handbook and a trainer handbook as per National Skill Qualification Framework.

- iv. Overall quality assurance before scheduling the course for delivery shall have:
 - Content checks to be ensured while developing the training module for updated information.
 - Inputs and suggestions emerging from the FGDs and stakeholder consultation.

2.5 Work Package 5: Awareness creation and training of farmers/VLEs/trainers

The service provider must undertake the following tasks:

- i. Raise awareness amongst farmers on sustainable farming techniques, and other uses of agri-residue.
- ii. Mobilize interested farmers for trainings through FPOs and other local organizations with strong community relationships through roadshows, agriculture fairs, etc.
- iii. Organise 1-day orientation workshop for 50 farmers in each region on the impact (environmental and health) of agricultural residue burning and the sustainable alternatives for the management of agri-residue.
- iv. Organise 2–3-day training of trainers for all select districts in the project states (5 trainers each state)
- v. Organise 2–3-day training of 30 VLEs overall for all select districts in the project states.
- vi. Undertake trainings of the VLEs on the economics of agri-residue aggregation, the use of machinery as well as the underlying business model, logistics, training to cooperate with biogas companies in the region to provide feedstock.
- vii. Undertake training of trainers (ToT) on feedstock aggregation model including essential processes such as collection, post-harvest transport and storage of agricultural residues.
- viii. Anchor the trainings at Farmer Knowledge Centres (in each district), gram panchayat department office (village administration office).
- ix. Preparation of training summary report which must entail the details of the training.

2.6 Work Package 6: Support to farmers/FPOs for expansion and accessing finance

The service provider must undertake the following tasks:

- i. Supporting interested farmers/FPOs in application process for accessing government schemes launched by either the state or government to procure equipment for crop residue management.
- ii. Facilitate expansion of existing FPOs through network building activities.
- iii. Creating linkages between biogas plant operators and farmers/FPOs.

Note: The service provider will be required to work in close coordination with training partners, implementation partners and GIZ India team for the implementation of the assignment.

2.7 Milestone/ Deliverables

Certain milestones, as laid out in the table below, are to be achieved by certain dates during the contract term, and at the following locations:

Milestone	Deadline
Inception meeting report submission	30 th August 2025
Work Package 1: Assessment on feedstock and supply chain design <ul style="list-style-type: none"> Report on Desk based Literature search/Data analysis/Best practices Guidelines for conducting feedstock assessment and supply chain design for other sites 	31 st December 2025
Work Package 2: Designing the questionnaire for FGDs <ul style="list-style-type: none"> Questionnaire covering each of the aspect to understand farmers' needs, challenges, opportunities, and feedback on specific agricultural practices, policies, or interventions to prevent stubble burning. Gap assessment study in the existing agriculture residue purchase programmes and suggestions from farmer's perspective. 	30 th January 2025
Work Package 3: Organizing the FGDs with farmers, FPOs and other relevant stakeholders. <ul style="list-style-type: none"> Two FGDs with farmers, FPOs and aggregators etc. in each district for seeking inputs on improving the modules. Preparation of discussion summary 1 video of farmers, FPOs, and other stakeholder interviews and site visits to the farms from each district of minimum 5 minutes duration 	1 st September 2025 – 31 st December 2025 16 th January 2026
Work Package 4: Developing training module on feedstock model and agri-residue management <ul style="list-style-type: none"> Model curriculum, a trainee handbook and a trainer handbook as per National Skill Qualification Framework 	30 th September 2025
Work Package 5: Awareness raising and training of farmers/VLEs/trainers	1 st October 2025 – 30 th June 2026
Work Package 6: Support to farmers/FPOs for expansion and accessing finance <ul style="list-style-type: none"> Copy of applications and approvals Evidence of approved finance Activity Report 	During the project duration 1 st September 2026
Final report submission	15 th September 2026

Period of assignment: The duration of the contract shall be from 1st August 2025 – 30th September 2026 (14 months)

Note: Currently the project is approved until 30th September 2026 with possibility of extension. In such a case the period of the assignment will be extended.

Location of assignment: At least two districts in each state- Jind, Kaithal, Sirsa (Haryana), Tarn Taran, Hoshiarpur, Kapurthala, Sangrur (Punjab) and Sitapur, Lakhimpur Kheri, Jaunpur, Maharajganj (Uttar Pradesh)

3. Concept

In the bid, the bidder is required to show how the objectives defined in Chapter **Error! Reference source not found.** are to be achieved, if applicable under consideration of further specific method-related requirements (technical-methodological concept). In addition, the bidder must describe the project management system for service provision.

Technical-methodological concept

Strategy: The bidder is required to consider the tasks to be performed with reference to the objectives of the services put out to tender (see Chapter **Error! Reference source not found.**). Following this, the bidder presents and justifies the strategy with which it intends to provide the services for which it is responsible (see Chapter **Error! Reference source not found.**).

The bidder is required to present the actors relevant for the services for which it is responsible and describe the **cooperation** with them.

The bidder is required to present and explain its approach to **steering** the measures with the project partners and its contribution to the results-based monitoring system.

The bidder is required to describe the key **processes** for the services for which it is responsible and create a schedule that describes how the services according to Chapter **Error! Reference source not found.** are to be provided. In particular, the bidder is required to describe the necessary work steps and, if applicable, take account of the milestones and contributions of other actors in accordance with Chapter **Error! Reference source not found.**.

The bidder is required to describe its contribution to knowledge management for the partner and GIZ and promote scaling-up effects (**learning and innovation**).

Project management of the contractor

The bidder is required to explain its approach for coordination with the GIZ project.

- The contractor is responsible for selecting, preparing, training and steering the experts (international and national, short and long term) assigned to perform the advisory tasks.
- The contractor makes available equipment and supplies (consumables) and assumes the associated operating and administrative costs.
- The contractor manages costs and expenditures, accounting processes and invoicing in line with the requirements of GIZ.

The contractor reports regularly to GIZ in accordance with the AVB of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH from 2022

In addition to the reports required by GIZ in accordance with AVB, the contractor submits the following reports:

- Inception report
- Contributions to reports to GIZ's commissioning party.
- Brief quarterly or half-yearly reports on the implementation status of the project (5-7 pages)

The bidder is required to draw up a **personnel assignment plan** with explanatory notes that lists all the experts proposed in the bid; the plan includes information on assignment dates

(duration and expert days) and locations of the individual members of the team complete with the allocation of work steps as set out in the schedule.

The bidder is required to describe its backstopping concept. The following services are part of the standard backstopping package, which (like ancillary personnel costs) must be factored into the fee schedules of the staff listed in the bid:

- Service-delivery control
- Managing adaptations to changing conditions
- Ensuring the flow of information between GIZ and field staff
- Contractor's responsibility for seconded personnel
- Process-oriented technical-conceptual steering of the consultancy inputs
- Securing the administrative conclusion of the project
- Ensuring compliance with reporting requirements
- Providing specialist support for the on-site team by staff at company headquarters
- Sharing the lessons learned by the contractor and leveraging the value of lessons learned on site.

4. Criteria for Eligibility of firms

To be eligible to participate in this tender, the contracting firm must meet the following basic requirements:

- The agency must be registered as an organization/entity in India.
- Average annual turnover for the last three financial years must be at least 75,000 Euros.
- The number of employees as on previous year should be at least 10.
- The agency must submit a signed / stamped declaration on company's letterhead for GWB clauses – Refer "Annexure-Legal Inferences".
- The agency should provide at least 2 reference project on development and hosting of training/capacity building in agri-residue management or biomass management in last 3 years and at least 2 reference project in India in last 3 years with a minimum commission value of reference projects of 5,000 Euros
- The agency should have minimum 1 year of experience and technical expertise related to Field Assessments and/or research studies related to Circular Economy /Low Carbon Waste Management/Agri residue Management
 - The agency should have minimum 2 years of experience of working in atleast one of the project states- Haryana, Uttar Pradesh and Punjab.
 - The agency should have regional experience in India.
 - The agency should have experience with Other Development Assignments.

4A. Personnel concept

The bidder is required to provide personnel who are suited to filling the positions describer, based on their CVs, the range of tasks involved and the required qualifications.

The below specified qualifications represent the requirements to reach the maximum number of points.

Team leader (One)

Tasks of the team leader

- Overall responsibility for the work packages of the contractor (quality and deadlines)
- Ensuring the coherence and complementarity of the services of the contractor with other services delivered by the programme at local and national level.
- Coordinating and ensuring communication with GIZ, knowledge partners and others involved in the project.
- Regular reporting in accordance with deadlines
- Ensuring results monitoring is conducted.
- Responsibility for controlling the use of funds and financial planning in consultation with GIZ's officer responsible for the commission.
- Supporting the officer responsible for the commission in updating/adapting the project strategy, in evaluations and in preparing a follow-on phase
- Personnel management, in particular identifying the need for short-term assignments within the available budget, as well as planning and steering assignments and supporting local and international short-term experts.
- Consideration of cross-cutting themes (e.g., gender equality)

Qualifications of the team leader

- Education/training (2.1.1): University qualification (Master's degree) in Business/ Technology/Environmental Science or other allied technical fields
- Language (2.1.2) Good business language skills in English and Hindi
- General professional experience (2.1.3): 10 years of professional experience in the agriculture/waste management/climate change mitigation projects
- Specific professional experience (2.1.4) : 3 years in professional/consulting experience in the field of waste management / climate change / environment related sector's capacity building and skill development, module development/ E-learning modules
- Leadership/management experience (2.1.5): 3 years of management/leadership experience as project team leader or manager in a company
- Regional experience (2.1.6) : 5 years of experience in projects in India
- Development Cooperation (DC) experience (2.1.7): 2 years of experience in DC projects

Expert 1: Deputy Team Leader (Three)

Tasks of the Expert 1

- Responsible for supporting the team leader and other experts with technical inputs related to the design and development of the training modules
- Oversee preparation of design ideas, process flows, FGDs, knowledge sharing materials, power point presentations, graphs, videos etc.
- Assess analysis of the work carried out by project associates, and provide recommendations to the team leader for the final edits

Qualifications of the Expert 1

- Education/training (2.2.1): University qualification in (Bachelor's or Master's Degree) in Business/ Technology/Environmental Science or other allied technical fields
- Language (2.2.2): Good business language skills in English and Hindi
- General professional experience (2.2.3): 5 Years of experience in climate change/agriculture/biomethanation/waste management projects

- Specific professional experience (2.2.4): 3 years' experience in design, capacity building and skill development training projects
- Regional experience (2.2.6): 3 years' experience in India

Expert 2: Project Associate (Six)

Tasks of the Expert 2

- Responsible for supporting the team leader and deputy team leader in content development with a focus on policy, regulatory, and technical aspects of agri-residue management in India
- Preparation of data/analysis reports, training/field notes, etc.
- Identification of topics of special interests and stakeholder management
- Conduct detailed analysis of the collected data/ modules/power point presentations etc., and provide recommendations to the deputy team leader for the final edits

Qualifications of the Expert 2

- Education/training (2.3.1): University qualification (Master's Degree) in Environmental Policy/ Environmental science/ Urban Planning and other allied technical fields
- Language (2.3.2): Good business language skills in English and Hindi
- General professional experience (2.3.3): 2 Years' experience in the implementation of SWM or biogas projects or agri-residue management related projects
- Specific professional experience (2.3.4): 1 years' experience in capacity building and skill development training projects related to SWM/ climate change / Environment field
- Regional experience (2.3.6): 1 years' experience in India

Short term expert pool 1: Communication and Knowledge Management Associate (Three)

Tasks of the Short term expert pool: 1

- Responsible for supporting the team leader, and the photography and videography expert in the filming of interviews, recording voices, waste management processes, waste management facilities, etc.
- Preparation of digital content related to video lectures, lecture notes, power point presentations etc., along with maintenance of production and videography quality parameters
- Conduct detailed analysis of the modules/power point presentations etc., and provide recommendations to the team leader for the final edits

Qualifications of the Short term expert pool: 1

- Education/training (2.6.1): University qualification (Short term Course or Bachelor's or Master's Degree) in Arts, Film Making, Multimedia, or other allied technical fields
- Language (2.6.2): Good business language skills in English and Hindi
- General professional experience (2.6.3): 5 Years' experience as a photographer and/or videographer or similar roles
- Specific professional experience (2.6.4): 2 years' experience in writing, capacity building and skill development training projects, E-learning, corporate videos and trainings.
- Regional experience (2.6.5): 2 years' experience in India

5. Costing requirements

Assignment of personnel and travel expenses

Indicatively, the work packages to be completed by the bidder are mentioned below:

Sr. No.	Description
1	Work Package 1 - Assessment on feedstock and supply chain design
2	Work Package 2: Designing the questionnaire for FGDs
3	Work Package 3: Organizing the FGDs with farmers, FPOs and other relevant stakeholders
4	Work Package 4: Developing training module on feedstock model and agri-residue management
5	Work Package 5: Awareness raising and training of farmers/VLEs/trainers
6	Work Package 6: Support to farmers/FPOs for expansion and accessing finance
	Total Cost (Fixed lumpsum price) Work package 1,2, 3, 4, 5 and 6

The cost for work packages must be inclusive of all proposed manpower and travel cost as per the details given below:

	Team Leader	Deputy Team Leader (Three)	Project Associate (Six)	Communication and Knowledge Management Associate (Three)
Work Package 1	6	30	90	0
Work Package 2	6	30	90	0
Work Package 3	6	30	90	45
Work Package 4	6	30	90	45
Work Package 5	6	30	90	45
Work Package 6	6	30	90	0
Total	36	180	540	135

Travel

The bidder is required to calculate the travel by the specified experts and the experts it has proposed based on the places of performance stipulated in Chapter **Error! Reference source not found.** and list the expenses separately by daily allowance, accommodation expenses, flight costs and other travel expenses. The contractor is expected to ensure that the team is based in project location for the duration of the contract. Travel sector includes

Haryana/Punjab/Uttar Pradesh and cost estimate for travel and lodging must be included in the offer under the respective work packages.

Per diem allowances are reimbursed as a lump sum up to the maximum amounts permissible under tax law for each country as set out in the country table in the circular from the German Federal Ministry of Finance on travel expense remuneration (downloadable from the [German Federal Ministry of Finance – tax treatment of travel expenses and allowances for international business travel as of 1 January 2024/2025 \(GERMAN ONLY\)](#)).

Accommodation allowances are reimbursed as detailed in the specification of inputs below.

With special justification, additional Accommodation costs up to a reasonable amount can be reimbursed against evidence.

All business travel must be agreed in advance by the officer responsible for the project.

The contractor is expected to ensure that the team is based in project location for the duration of the contract. Travel sector includes Haryana/Punjab/Uttar Pradesh and cost estimate for travel and lodging must be included in the offer under the respective work packages.

Sustainability aspects for travel

GIZ has undertaken an obligation to reduce greenhouse gas emissions (CO₂ emissions) caused by travel. When preparing your tender, please incorporate options for reducing emissions, such as selecting the lowest-emission booking class (economy) and using means of transport, airlines and flight routes with a higher CO₂ efficiency. For short distances, travel by train (second class) or e-mobility should be the preferred option.

CO₂ emissions caused by air travel must be offset. GIZ specifies a budget for this, through which the carbon offsets can be settled against evidence.

There are many different providers in the market for emissions certificates, and they have different climate impact ambitions. The [Development and Climate Alliance \(German only\)](#) has published a [list of standards \(German only\)](#). GIZ recommends using the standards specified there.

Specification of inputs

Fee days	Number of experts	Number of days per expert	Total	Comments
Team Leader	1	36	36	
Deputy Team Leader	3	60	180	Deputy team leader from each project state will report to the team leader
Project Associate	6	90	540	2 project associates from each state will report to their respective deputy team leader

Short term - Communication and Knowledge management associate	3	45	135	3 from each state shall be responsible for photography and videography
Travel expenses	Quantity	Number per expert	Total	Comments
Per-diem allowance in country of assignment	27	1	27	Daily allowance within the country of assignment during service delivery
Overnight allowance in country of assignment	27	1	27	Accommodation within the country of assignment during service delivery
Transport	Quantity	Number per expert	Total	Comments
Domestic flights	18	1	18	Flights within the country of assignment during service delivery Jind, Kaithal and Sirsa (Haryana), Taran Taaran, Kapurthala, Hoshiarpur, Sangrur (Punjab) and Sitapur, Lakhimpur Kheri, Maharajganj, Jaunpur (Uttar Pradesh) Lucknow, Chandigarh, Amritsar, Ludhiana, Ambala, Karnal for flight & train connectivity.
CO ₂ compensation for air travel domestic	18	1	18	A fixed budget of EUR 720 is earmarked for settling carbon offsets against evidence.
Local Travel (Domestic)	90	1	90	Travel within the country of assignment, transfer to/from airport etc.

Workshops, events and trainings

The contractor implements the following workshops:

1 conference/workshops at New Delhi

- 1 Workshop Presentation on final Input Document and deliverables in New Delhi

The contractor must facilitate, organise and manage the above workshops in coordination with GIZ and all costs related to the workshop like venue, food etc shall be **borne by GIZ**.

Other costs

NA

6. Inputs of GIZ or other actors

GIZ India shall be responsible for co-ordinating this project with the Skill Council for Green Jobs (SKGJ), and/or Ministry of Housing and Urban Affairs (MoHUA) and other relevant Ministries and state government(s) in the due course of this activity.

7. Requirements on the format of the tender

The structure of the bid must correspond to the structure of the ToRs. In particular, the detailed structure of the concept (Chapter 3) is to be organised in accordance with the positively weighted criteria in the assessment grid (not with zero). It must be legible (font size 11 or larger) and clearly formulated. The bid is drawn up in English (language).

The complete bid shall not exceed 30 pages (excluding CVs & other supporting company documents)

The CVs of the personnel proposed in accordance with Chapter 4 of the ToRs. The CVs shall not exceed 4 pages. The CVs must clearly show the position and job the proposed person held in the reference project and for how long. The CVs should be submitted in English (language) only.

If one of the maximum page lengths is exceeded, the content appearing after the cut-off point will not be included in the assessment.

Furthermore, The Contractor accepts the Consulting Engagement on a best and informed judgement basis with full knowledge of the tasks to be performed, the place of performance and the precautions and safeguards to be reasonably taken by the Contractor to mitigate all types of risks associated with the said Consulting Engagement. The Contractor undertakes the Consulting Engagement at his/her own risk and responsibility and shall not, under any circumstances, and at any time, be entitled to assert any liability or other claims whatsoever against the GIZ, its Management, Officers and Employees for any consequences or risks or harm that may arise to the Contractor in the course of or as a consequence of undertaking the Consulting Engagement or any actions or consequences arising in relation to such Consulting Engagement.