

Jharkhand State Livelihood Promotion Society

(Under Rural Development Department, Govt. of Jharkhand)

3rd Floor, Shantideep Tower, Opp. Maharaja Hotel, Radium Road, Ranchi-834001

Phone No. 0651-2360053,2360142

Email – jslps.ranchi@gmail.com, Website – www.jslps.org

Letter No: 2522./Ranchi

Dated: 06/09/2016

LETTER OF INVITATION

To

Interested Individuals

Sub:- Hiring of Individual Consultant for study on Social and Environmental assessment required for the JOHAR Project in Jharkhand.

Dear Sir:

1. You are hereby invited to submit technical and financial proposals for consultancy services required for conducting a study on Social and Environmental Assessment required for the JOHAR project, which could form the basis for future negotiations and ultimately a contract will be entered between you and JSLPS.
2. **The purpose of this assignment is to:**
 - a) **a) Environmental Assessment:**
 - To identify potential environmental impacts of the activities undertaken through the project.
 - To develop a simple and practical Environmental Management Framework (EMF) that would be used by the project to mitigate adverse environmental impacts of the supported activities.
 - b) **Social Assessment:**
 - Assess the key social benefits, positive impacts and innovation opportunities and include them in the project
 - Identify the potential adverse social impacts and associated risks, and their mitigation measures
 - Solicit feedback from key JOHAR stakeholders, and design suitable measures for their participation in the project
 - Identify practical measures for mitigating adverse social impacts/risks, especially in the context of involuntary resettlement, inclusion of scheduled tribes and other marginalized communities, gender, and citizens engagement.
3. **The following documents are enclosed to enable you to submit your proposal:**
 - (a) Terms of reference (TOR) (Annexure-I for Environment Assessment and Annexure-IA for Social Assessment);
 - (b) Supplementary information for consultants, including a suggested format of curriculum vitae (Annexure- II); and

- (c) A sample format of the contract for consultants services under which the service will be performed (Annexure-III).
4. The JSLPS has received funds from Ministry of Rural Development, Govt. of India towards conducting the study and intends to apply a portion of this fund to eligible payments under this Contract.
 5. **The Submission of Proposals:** The proposals shall be submitted in two parts, viz., Technical and Financial and should follow the form given in the "Supplementary Information for Consultants." The proposals shall be submitted either for one study or for both the study and the technical and price proposal shall submit separately for both the study

The proposals will be received in the office of the JSLPS up to **16.00 hours on 21st September, 20106.**

6. **Deciding Award of Contract**

Quality and competence of the consulting service shall be considered as the paramount requirement.

Negotiations will be held only if the technical proposal is acceptable. The consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted to JSLPS, as may be required to adjudge the reasonableness of your price proposals. If the negotiation is successful, the contract will be awarded. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded, the process of selection of Consultant, issue of letter of invitation etc. will be repeated till an agreed contract is concluded.

7. Please note that the JSLPS is not bound to select any of the Consultants submitting proposals.
8. It is estimated that about **45-60 days** of services will be required for the assignment and generally you should base your financial proposal on this figure. However, you should feel free to submit your proposal on the basis on man-months considered necessary by you to undertake the assignment.
9. You are requested to hold your proposal valid for 90 days from the date of submission during which period you will maintain without change, your proposed price. The JSLPS will make its best efforts to finalize the agreement within this period.
10. Please note that the cost of preparing a proposal and of negotiating a contract including visits to JSLPS, if any; is not reimbursable as a direct cost of the assignment.

11. Assuming that the contract can be satisfactorily concluded in last week of **September, 2016**, you will be expected to take-up/commence with the assignment with immediate effects.
12. We wish to remind you that any manufacturing or construction firm with which you might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
13. **Tax Liability**

Please note that the remuneration which you receive from this contract will be subject to the normal tax liability as per the prevailing Income Tax Act. Kindly contact the concerned tax authorities for further information in this regard, if required.
14. We would appreciate if you inform us by email within three days from the receipt of the letter :
 - (a) Your acknowledgment of the receipt of this letter of invitation; and
 - (b) Whether or not you will be submitting the proposal.

Yours faithfully,

Sd/-
Chief Executive Officer

Enclosures:

Annexure-I: Terms of Reference.

Annexure-II: Supplementary Information to Consultants.

Annexure-III: Draft contract under which service will be performed.

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

(a) **Technical Proposals**

- (i) Curriculum Vitae of Consultant (F-2).
- (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last three years in the format given in Form F-3.
- (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
- (iv) A description of the manner in which Consultant would plan to execute the work. Work plan time schedule in Form F-4 and approach or methodology proposed for carrying out the required work.
- (v) The Consultant's comments, if any, on the data, services and facilities to be provided by JSLPS indicated in the Terms of Reference (TOR).

(b) **Financial Proposals**

The financial proposals should include the Schedule of Price Bid in Form F - 5.

2. Two copies of the proposals should be submitted addressing to the Chief Executive Officer, Jharkhand State Livelihood Promotion Society, 3rd Floor, Shantideep Tower, Radium Road, Ranchi-834001, Jharkhand. .

3. **Contract Negotiations**

The aim of the negotiations is to reach an agreement on all points with the consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, if required, which will indicate periods in months and reporting schedule. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed monthly rates.

4. **Terms of Payment**

The mode of payments to be made in consideration of the work to be performed by the Consultant shall be as follows:

- (i) 10% of Contract Value : Upon submission of inception report.
- (ii) 50% of Contract value : Upon receipt of draft report.
- (iii) 20% of contract value : Upon state consultation and proceedings.

(IV) 20of Contract value : Upon submission and acceptance of Final Report.

Note: All payments shall be made on submission of pre-receipted bills by the Consultant in duplicate for respective stages. If the consultant required advance, an amount equivalent 20% of the contract value shall be paid subject to submission of bank guarantee (BG) of the equivalent amount and the BG should be valid for a period of 90 days from the days of submission of the BG.

5. Review of Reports

A review committee (to be restricted to three members) consisting of following officers of JSLPS will review all reports of Consultants (inception, progress, intermediate and draft final) and suggest any modifications/changes considered necessary within 7 days of receipt.

- A) Chief Executive Officer/Chief Operating Officer.
- B) State Project Manager, M&E
- C) Team Leader, JOHAR.

FORM NO.F-1

From:

To

The Chief Executive Officer,
3rd Floor, Shantideep Tower,
Radium Road, Ranchi-8374001,
Jharkhand

Sir,

Sub:- Hiring of Individual Consultant for Environmental and Social Assessment Study.

I _____ Consultant herewith enclose Technical and Financial Proposal for selection as Consultant for JSLPS.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Yours faithfully,

Signature: _____
Full name _____
and address: _____

FORM F-2

**FORMAT OF CURRICULUM VITAE (CV) FOR
CONSULTANT**

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional Societies: _____

Key Qualifications:

[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date: _____

[Signature of Consultant]

Day/Month/Year

Full name of Consultant: _____

FORM F-3

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED
DURING LAST 3 YEARS (FY)**

Outline of recent experience on assignments of similar nature:

| Sl. No. | Name of the Assignment | Name of the Project | Owner or Sponsoring Authority | Cost of Assignment | Date of Commencement | Date of Completion | Was the Assignment Completed Satisfactorily |
|---------|------------------------|---------------------|-------------------------------|--------------------|----------------------|--------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |

Note: Please attach certificates from the employer by way of documentary proof, if any:

FORM F-4

WORK PLAN TIME SCHEDULE

A. Field Investigation

| Sl. No. | Activities to be undertaken | Week wise Programme | | | |
|---------|-----------------------------|----------------------|----------------------|----------------------|----------|
| | | 1 st week | 2 nd week | 3 rd week | 4th week |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

B. Compilation and submission of reports

1. Draft Final Report
2. Final Report

C. A short note on the line of approach and methodology outlining various steps for performing the assignment.

D. Comments or suggestions on "Terms of Reference."

FORM F-5

SCHEDULE OF PRICE BID:

| Activities/Particulars | Amount (In figure) | Amount in Words |
|---|---------------------------|---------------------------|
| Consulting services for study including field visit, design the format, travel & accommodation , Reporting and any ancillary activities according to the ToR. | Rs. | Rupeesonly |
| Consultancy Service Taxes @ _____% if any | | |

Signature of Consultant

FORM F-6

Break-up of Cost Estimates

Remuneration

| Consultant Name | Daily (Monthly) Rate (in Rs.) | Working Days (Months) | Total Cost (in Rs.) |
|------------------------|--|----------------------------------|--------------------------------|
| ----- | ----- | ----- | ----- |

Sub-Total (Remuneration)

Out-of-Pocket Expenses:

a) Per Diem: Room Subsistence Total Days
Cost _____ _____ _____ _____

b) Taxi Cost: _____

c) Lump Sum Miscellaneous Expenses : _____

Sub-Total (Out-of-Pocket) _____

Contingency Charges: _____

Total _____

Consultancy Service Tax
@% _____

Draft Letter of Contract

Subject: (Name of Assignment)

(Name of Consultant)

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

For administrative purposes (Name of responsible staff of Borrower) has been assigned to administer the assignment and to provide the Consultant with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ days/months, during the period from _____ to _____. These dates are estimates and (Name of Borrower) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. However, every effort will be made to give you, as early as possible, notice of any such changes. In the event of termination, the (Name of Consultants) shall be paid for the services rendered for carrying out the assignment to the date of termination, and will provide the (Name of Borrower) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

This Contract, its meaning and interpretation and the relations between the parties shall be governed by the laws of the Union of India.

Set out below are the terms and conditions under which you have agreed to carry out the assignment. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Terms of Reference.

This Contract will become effective upon confirmation of this letter by you and will terminate on _____, or such other date as mutually agreed.

Payments for the services will not exceed an amount of _____.

You will be paid as follows, within 30 days of receipt of invoice a fee of:

| Amount | Currency | |
|---------------|-----------------|---|
| | | upon receipt of a confirmed copy of this letter and submission of inception report. |
| | | upon receipt of the draft report. |
| | | upon receipt of the final report acceptable to (Name of Client) |

The above fee includes all the costs related to carrying out the services, including overhead and any taxes.

You will be responsible for appropriate insurance coverage. In this regard, you shall maintain medical, travel, accident and third-party liability. You shall indemnify and hold harmless, the (Name of Client) against any and all claims, demands, and/or judgements of any nature brought against the (Name of Client) arising out of the services under this Contract. The obligation under this paragraph shall survive the termination of this Contract.

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

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

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

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

You shall pay the taxes, duties fees, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

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

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

Read and Agreed :

Place: (Signature & Name of Consultant)

Date: (Signature & Name of Client's Representative)

Attachment: (i) Terms of Reference and Scope of Services; and (ii) Consultant's Reporting Obligations.

Draft Terms of Reference (ToR): Environmental Assessment for the 'Jharkhand Opportunities for Harnessing Rural Growth Project (JOHAR project)'

1. About JOHAR

1.1 Background: Since 2012, the World Bank has been engaged in Jharkhand through its support to the National Rural Livelihood Mission (NRLM) through the National Rural Livelihoods Project (NRLP). The NRLP functions in 20 districts (of a total of 24 districts) covering 4.5 lakh rural households where it has organized more than 31,000 women self-help groups (SHGs) and provided financial and technical assistance to improve their organizational capacity and utility of their productive assets. The program has a strong focus on inclusive targeting of the poor, particularly women and lower caste households, strong community empowerment and financial inclusion. With this background, the Government of Jharkhand (GoJ) has approached the World Bank for support to the proposed JOHAR project.

1.2 Objective: The objective of the JOHAR project is increased diversification in production and improved access to markets and jobs in selected farm/non-farm sectors for targeted beneficiaries in Jharkhand. The primary project beneficiaries are going to be rural households in NRLP districts, including women and men from scheduled caste and scheduled tribes, small holder and landless households.

1.3 Components: The project components are as follows:

- **Component 1: Diversified and Resilient Production (USD 69 million):**
 - The objective of this component is to promote sustainable production through productivity enhancement, diversification, building resilience into production systems (including crop, horticulture, small livestock including fisheries, and NTFP) and creating improved skills and capacities across all the sub-sectors.
 - The interventions include promotion and capacity building of producer organizations, community-based irrigation for productivity enhancement, sub-sectoral production and diversification of technologies and practices both in the farm and non-farm sectors.
 - The component will finance farm/non-farm sector inputs and innovative technologies, training on package of practices, pilots and demonstrations for farmers, while supplementary financing will be leveraged through a number of alternative channels such as convergence with government programs, SHG/VO micro-financing and from formal financial institutions.
- **Component 2: Value Addition, Market Access and Jobs (US\$60 million):**
 - The objective of this component is developing and strengthening forward and backward linkages to markets for rural producers in farm and non-farm sectors (agriculture, horticulture, fisheries, small livestock and NTFP).
 - The intervention areas include value addition and market linkages, private sector partnerships, promoting skills, jobs & enterprise, and leveraging the financial sector.

- The component will provide financing for capacity building of the producer organizations in business planning, initial capital investment and working capital financing to producer organizations, small-scale infrastructure for value addition, delivery of market information/intelligence, and provision of skills and jobs through training and capacity building.
- **Component 3: Project management support (US\$14 million):**
 - This component will include support for project management, technical assistance and knowledge management.

1.4 Project area: The JOHAR project will be implemented in select blocks in 15 districts covered by the NRLP in Jharkhand. The exact geographies will be identified during project preparation on the basis of sectoral clusters (each cluster could be 30-50 villages) identified based on growth potential in selected commodities.

1.5 Institutional arrangements: The JOHAR project will be embedded within the Department of Rural Development (DoRD), while the Department of Agriculture will be the key partnering line department. The Jharkhand State Livelihood Promotion Society (JSLPS), a separate autonomous registered society under the aegis of the DoRD, is the overarching special purpose vehicle for project implementation. The JSLPS is presently implementing the ongoing Bank-financed NRLP.

2. Objectives: The principal objectives of the EA are:

- to identify potential environmental impacts of the activities undertaken through the project.
- to develop a simple and practical Environmental Management Framework (EMF) that would be used by the project to mitigate adverse environmental impacts of the supported activities.

3. Description of Tasks

3.1 Environmental Assessment and Management Framework

3.1.1 Analysis of Baseline Environmental Status, Issues and Practices

Description: This task includes an analysis of the baseline environmental conditions in the 15 JOHAR districts with regard to the activities supported under the project. The analysis will include coverage of the socio-economic conditions, agro-climatic conditions, land use, etc. It will also provide details on the current status, future existing management practices and key issues with regard to the following: water resources (including surface water resources, groundwater resources, water quality, etc.), agriculture (including cropping patterns, irrigation, pest incidence, soil fertility, pesticide and fertilizer use, etc.), livestock and fisheries (including species and breeds, feed and fodder resources, etc.), forests and other natural habitats (including extent and type, protection status, products, etc.).

Methodology: Secondary research focusing on a review of relevant documents (including key Bank documents such as Project Concept Note, Project Information Document – Integrated Safeguards Data Sheet, etc., and the Project Implementation Plan being prepared by the JSLPS) and analysis of secondary data.

Output: Environmental analysis of the project area as a whole and of each of the project districts specifying key environmental features, issues and the implications for the EMF.

3.1.2 Analysis of Legal and Regulatory Requirements

Description: A review of the relevant legal and regulatory requirements will be undertaken. This task will include an examination of the existing environmental laws and regulations of the Government of India and the Government of Jharkhand; and, an examination of the safeguard policies of the World Bank. The review will focus on the following sectors: agriculture, irrigation, livestock, fisheries, NTFP, etc. It will also focus on examining the applicability of the provisions of the Bank policies on Natural Habitats (OP/BP 4.04) and Forests (OP/BP 4.36). Further, in view of the fact that irrigation is one of the sectors supported, the review will also focus on the applicability of the Bank policy on Projects on International Waterways (OP/BP 7.50). This task will state clearly the provisions that need to be included in the EMF to ensure that the activities supported under the JOHAR project are in compliance with the legal and regulatory requirements of the Government and with the safeguard policies of the World Bank.

Methodology: Secondary research focusing on a review of relevant documents (laws, regulations, Government notifications/orders/circulars, etc.), discussions with the relevant line department officials, etc.

Output: A detailed listing of all relevant legal and regulatory requirements of the Governments of India and Jharkhand and the safeguard policies of the World Bank specifying relevance to the activities to be supported under the JOHAR project.

3.1.3 Identification of Potential Environmental Impacts from Project Activities

Description: This task includes a review of the anticipated individual and cumulative environmental impacts of the activities supported under the JOHAR project. This will include the following:

- **Fisheries:** Focus primarily on small scale inland fisheries such as those involving minor irrigation tanks, village tanks, forest ponds, seasonal ponds, farm ponds, etc. However, also include emphasis on riverine and reservoir fisheries, as relevant. Identify potential environmental impacts and required measures to avoid/mitigate the impacts associated with the following activities likely to be supported by the project (note that this is an indicative and not an exhaustive listing):
 - Innovative production technologies like hatching hapa, improved stocking (species mix, size and density), efficient feeds, pen/cage culture, use of ice boxes, ornamental fish rearing, etc.
 - Micro-enterprises based on the value chain such as prawn and fish hatcheries, fish feed production, food processing (e.g., solar drying), etc.
 - Small infrastructure development such as cold chain equipment, processing equipment, retail sale outlets, etc.
- **Horticulture:** Focus primarily on small farm horticulture, cultivation of medicinal and aromatic plants, agro-forestry and allied production systems such as bee keeping and mushroom cultivation. Identify potential environmental impacts and required measures to avoid/mitigate the impacts associated with the following activities likely to be supported by the project (note that this is an indicative and not an exhaustive listing):

- Innovative production technologies like protected cultivation (poly-house, shade-net, etc.), precision farming, poly-mulching, drip irrigation, Integrated Pest and Nutrient Management, organic farming, pollination support through bee-keeping, etc.
- Micro-enterprises based on the value chain such as high quality seed development, nursery development, post-harvest management such as cold storage, food processing (e.g., solar drying of vegetables and fruits, fruit juices, canned vegetables and fruits, etc.), etc.
- Small infrastructure development such as drying platforms, solar driers, cold storage facilities, food processing equipment, retail sale outlets, etc.
- **Irrigation:** Focus primarily on minor and micro irrigation relevant to small farms. Identify potential environmental impacts and required measures to avoid/mitigate the impacts associated with the following activities likely to be supported by the project (note that this is an indicative and not an exhaustive listing):
 - Water extraction technologies (small lift irrigation, tube-wells including those powered by SPV energy), water harvesting technologies (farm ponds, check dams, etc.), water conveyance technologies (underground conduits to minimize transmission losses, drip irrigation, sprinkler irrigation), water management systems (participatory hydrological monitoring and crop water budgeting, groundwater sharing, rotational water supply systems, etc.).
 - Micro-enterprises such as retail sales, hiring services, repair services, etc., for micro irrigation equipment.
 - Small infrastructure development such as check dams, diversion structures, lift irrigation, etc.
- **Livestock** (Small Ruminants and Poultry): Identify potential environmental impacts and required measures to avoid/mitigate the impacts associated with the following activities likely to be supported by the project (note that this is an indicative and not an exhaustive listing):
 - Technologies/practices in breed improvement, conservation of indigenous breeds, feed and fodder management, animal health care (vaccination, disease surveillance, ethno-veterinary medicine, etc.).
 - Micro-enterprises based on the value chain such as goat kid care centers, chick hatcheries, concentrate feed production, etc.
 - Small infrastructure development such as weighing equipment, retail sale outlets, composting units, etc.
- **Forestry:** Focus primarily on non-timber forest produce (NTFP) – specifically on lac, tussar, bamboo. Identify potential environmental impacts and required measures to avoid/mitigate the impacts associated with the following activities likely to be supported by the project (note that this is an indicative and not an exhaustive listing):
 - Technologies like harvesting practices, aggregation, cleaning, grading, proper storage, value-addition through processing, etc.
 - Micro-enterprises based on the value chain such as post-harvest storage, transport, processing, product development (e.g., bamboo craft), etc.
 - Small infrastructure development such as storage facilities, processing equipment, retail sale outlets, etc.

Methodology: (i) Secondary research focusing on a review of documents of the relevant Bank supported projects including the NRLP (project reports, MTR reports, ICR reports); and (ii) field study covering a representative sample of at least 5 districts and self-help groups, federations and producer companies (iii) focused discussions with the staff of JSLPS, and with relevant Government departments/institutions, NGOs and with members of the farmer federations and producer companies.

Output: A profile of the project supported activities with details of the potential individual and cumulative environmental impacts (both positive and negative).

3.1.4 Assessment of existing capacity, institutional arrangements and implementation of environmental safeguards

Description: This task consists of 2 parts: (a) Assessment of implementation of environmental safeguards in related Bank projects: The design of the EMF for the JOHAR project needs to be informed by the implementation experience and learning's from other Bank supported agriculture projects (Assam, Maharashtra, Rajasthan) and the NRLP. A review of the existing systems for screening of activities for environmental impacts, the support for and extent of implementation of mitigation measures, monitoring systems, capacity building initiatives, institutional arrangements, etc., will be undertaken. The review will state clearly the provisions that need to be included in the EMF of the JOHAR project to ensure that it is useful, practical and is implemented effectively. (b) Assessment of capacity in community institutions in the JOHAR project area: Considering that community institutions (SHGs, federations, producer companies, etc.) are the key agencies directly involved in implementing the project supported activities, an assessment of their capacities in terms of current knowledge, attitudes, skills and practice (i.e., a KASP study) on environmental management in the relevant sectors will be undertaken.

Methodology: (a) Secondary research (documents pertaining to relevant Bank supported projects such as EMFs, aide memoires, project reports, MTR reports, ICR reports, etc.). (b) KASP survey of a representative sample of community institutions. (c) Focused discussions (telephonic or in person) with the staff of the Project Management Units in the Bank-supported projects and with representatives from a sample of community institutions will be undertaken.

Output: (a) An analysis of implementation experience on environmental safeguards in Bank supported agriculture projects with lessons for the design of the EMF for the JOHAR project. (b) An analysis of the capacity building needs in terms of KASP on environmental management in the relevant sectors (agriculture, livestock, fisheries, NTFP, etc.).

3.1.5 Development of an Environmental Management Framework

Description: Based on the outputs of Tasks 3.1.1-3.1.4 a simple EMF should be prepared containing the components as described below:

- **Environmental Management Provisions:**
 - a) An '**exclusion list**' of activities that will not be supported under the project (for example, check dams above a certain height).
 - b) A '**list of legal and regulatory requirements**' that the project supported activities need to comply with.
 - c) A list of clearly defined '**criteria for determining which project activities require detailed environmental appraisal**' (for example, lift irrigation

schemes above a certain command area or a certain pump capacity), and, a clear description of the '**procedure and terms of reference for detailed environmental appraisal**'.

- d) A set of '**environmental management guidelines**' for each of the project supported activities that spell-out the measures to be taken to reduce/remove likely negative environmental impacts as well as enhance any positive environmental impacts. The guidelines must be practical and cost-effective and may include measures that need to be taken at various levels (individual farmer, federation, project policy, etc.).
 - e) A '**Pest Management Plan**' which includes: list of non-permissible pesticides (with trade name and examples of brand names), list of legal and regulatory requirements, guidelines on integrated pest management, guidelines on storage and sale of pesticides, guidelines on safe application and disposal of pesticides and pesticide containers, protocol in case of pesticide poisoning, etc.
 - f) A **description of the application** of the above elements (a-e) **to the key community planning tools** in the project: (i) community irrigation plan by Water User Associations (ii) agri-business plan by Producer Organizations/Companies.
- **Institutional roles and responsibilities:** This must contain a detailed description of roles and responsibilities within the Project Management Unit and within the community institutions (SHGs and their federations, producer groups, producer companies, etc.) for implementation of the EMF. It must give a clear picture of roles and responsibilities with respect to compliance with the environmental management provisions, capacity building and monitoring;
 - **Training and Capacity building:** This section must be based on the outputs from the task 3.1.4 (b) and include details of the training and IEC activities for the project staff and community institutions.
 - **Monitoring:** This component needs to have details of (i) the verification requirements for environmental compliance, specifying roles and responsibilities, to ensure that the Environmental Management Provisions are effectively implemented, (ii) the process of assessing cumulative environmental impacts, (iii) the reporting requirements on the EMF implementation including specification of the performance indicators, data sources, and reporting frequencies.
 - **Budget and Timeline**

Methodology: Review of EMF documents of the relevant Bank supported projects.

Output: A detailed description of a robust, simple, practical EMF.

3.2 Consultations

Using the draft documents as discussion material, consultation workshops will be held in Ranchi and in about 3-4 regional locations in the state to elicit comments and inputs from key stakeholders including representatives of federations, producer companies, JSLPS, Department of Agriculture (including the Directorates of Agriculture, Horticulture, Animal Husbandry, Fisheries, etc.), other relevant line departments (Water Resources, Forests, Welfare, etc.), representatives from NGOs, universities and research institutions. Care should be taken to ensure prior circulation of the draft

material, appropriate selection of venue to allow free discussion, documentation of concerns raised during the consultation and their integration into the documents.

3.3 Timeframe

The total duration of the assignment from the signing of the agreement between the JSLPS and the identified Consultant to the submission of the final report will be 5 months. The Team Leader will submit the deliverables or outputs as electronic copies (in Microsoft Word .doc format) and 3 paper copies as per the following schedule.

| Sl. No. | Deliverable | Timeframe from signing of contract |
|---------|---|------------------------------------|
| 01 | Submit Inception Report (containing detailed approach, methodology and outline of the draft report) | Within 1st week |
| 02 | Submit First Draft Report (complete in all respects) | Within 6 the week |
| 03 | Submit Second Draft Report (incorporating feedback and suggestions) | Within 7 th Week |
| 04 | Report of the stakeholder consultation workshop | Within 8 th week |
| 05 | Submit Final Report (incorporating feedback and suggestions provided on the Draft Report) | Within 8 th week |

3.4 Consultant's qualification;

Person with at least Masters Degree in Agriculture, Water Resources, Natural Resources Management or a related discipline with a minimum experience of 8 years in environmental assessment, natural resources management and in capacity building – especially in the rural context in large-scale agriculture and natural resource management projects. Experience of working in World Bank projects is desirable. The team leader should have experience of working on environmental assessments, natural resource management, etc. Specific experience on Environmental Impact Assessments and Environmental Management Frameworks on Government and donor-supported projects would be preferred. The team leader should have willingness to undertake desk review, field visits and community consultations along with excellent written and communication skills. Adequate proficiency in the local language in Jharkhand would be required.

3.5 Duration of the Assignment:

The total duration of the Consultancy Services will be for a period of 60 days from the date of signing of contract. In case of exigencies, 15-20 days may be extended to complete the assignment.

3.6 Review, Monitoring & reporting :

The Consultant will prepare a detailed time-bound implementation work plan for implementation of the aforementioned task. Overall, progress on implementation of the agreed work plan will be the basis on which the performance of the assessment will be judged. The activities/progress of the Consultant shall be reviewed by a Committee consisting of Chief Operating Officer and State Program Managers. Any deviation noticed by the Committee shall be rectified immediately by the Consultant and the recommendation of the Committee shall be adhered. Further, any complaints/allegations received against the Consultant that will be reviewed by the above Committee and if the complaint/allegation is based on facts, necessary disciplinary action shall be taken as per the recommendation of the Committee. The Consultant will report the day to day activities to the designated officer nominated by JSLPS from time to time.

3.7 Payment terms:

All the payment shall be released on deliverable basis, which will be decided at the time of agreement. The Agencies shall bear all the cost to be involved to complete the assignment.

Terms of Reference for Social Assessment Jharkhand Opportunities for Harnessing Rural Growth (JOHAR) Project

- 1) **Overall Objective.** As part of preparatory work for the proposed, Jharkhand Opportunities for Harnessing Rural Growth (JOHAR) Project, the Jharkhand State Livelihood Promotion Society(JSLPS) intends to carry out a Social Assessment (SA) study. The SA study will help JSLPS to design the JOHAR project as a socially inclusive and culturally-sensitive project, while minimizing or mitigating the adverse social impacts and associated social risks. More specifically, the SA for JOHAR project i) assess the key social benefits, positive impacts and innovation opportunities and include them in the project; ii) identify the potential adverse social impacts and associated risks, and their mitigation measures; iii)solicit feedback from key JOHAR stakeholders, and design suitable measures for their participation in the project; iv)identify practical measures for mitigating adverse social impacts/risks, especially in the context of involuntary resettlement, inclusion of scheduled tribes and other marginalized communities, gender, and citizens engagement.

- 2) **Scope of Work.** JSLPS proposes to engage a Individual consultants to carry out the Social Assessment. The detailed scope of work, tasks and activities are summarized below:
 - Task 1: Description of JOHAR Project.** Provide description of JOHAR project, including project development objective (PDO), project components/sub components and supporting investments and interventions, implementation areas, phasing, expected implementation arrangements; Provide an overview of the SA objectives, rationale, key activities, process and methodology;
 - Task 2: Socioeconomic Baseline.** Compile, disaggregate and analyze the baseline socioeconomic, agronomic/livelihood and human development situation/indicators in the project implementation area, and summaries their key implications for project strategy, design, and implementation arrangements; Also undertake focused field surveys and focus group discussions in representative geographies to address any data/information gaps of special relevance to JOHAR components.
 - Task 3: Legal, Regulatory and Policy Framework.** Assess the applicability of key social development legislations, regulations, policies and programs of the i) Government of India; ii) Government of Jharkhand and iii) World Bank, especially the Operational Policies (OPs) on Involuntary Resettlement (OP 4.12) and Indigenous People (OP4.10); Highlight implications for project design, strategies, processes and procedures, including recommendations for addressing gaps that may exist with the World Bank social safeguard policies dealing with land acquisition, involuntary resettlement impacts and indigenous peoples (scheduled tribes);
 - Task 4: Stakeholder Analyses, Consultations and Feedback.** Assess the key expectations/concerns, importance and influence of the primary (those directly affected by the project) and secondary stakeholders (those indirectly affected

and with interest in the project) of JOHAR project. Recommend potential roles and responsibilities for the primary and secondary stakeholders in project design.

On behalf of JSLPS, undertake consultations among the primary and secondary stakeholder of JOHAR project (using local language), especially with Hindi) federations/collectives of women, small farmers, fishers, livestock keepers, forest dependent households, artisans, youth; ii) relevant government line departments, local administration, elected representatives, informal/formal leaders; iii) NGOs, research agencies, technical support agencies working with government. Using the draft documents as discussion material, consultation workshops will be held in Ranchi and in about 3-4 regional locations in the state to elicit comments and inputs from key stakeholders including representatives of federations, producer companies, JSLPS, Department of Agriculture (including the Directorates of Agriculture, Horticulture, Animal Husbandry, Fisheries, etc.), other relevant line departments (Water Resources, Forests, Welfare, etc.), representatives from NGOs, universities and research institutions. Consultants will hold specially planned, informed consultations and project disclosure in tribal areas. The consultations and their implications for project design would be well documented.

Task 5: Assessment of Key Social Issues. The Consultant will assess the social diversity, institutions and their functioning in the project implementation area, and highlight the key social impacts, risks and constraints for the project, based on the following.

- a) Analyze the social organization/diversity, characteristics and relationships in project implementation area, especially with respect to i) access to project services and benefits; ii) access to key public services and markets; iii) participation in local self-governance, decentralized planning, engagement with public authorities and grievance mechanisms; iv) functioning of formal and informal social organizations/institutions and their likely effect on project; v) capabilities and access to opportunities and benefits from JOHAR project; vi) broad community support in tribal areas. Assessment of constraints and barriers faced by the marginal and small farmers, women, scheduled castes, scheduled tribes, livestock herders, fisher-folk, etc., in the context of agriculture, irrigation, access to agro-inputs and extension services, involvement in farmers collectives and value chains.
- b) **Potential Social Impacts.** Identify and assess the social benefits and any potential adverse impacts of the JOHAR project components/interventions on i) individual land, livelihoods and structures; ii) community assets/property resources (e.g. forest, grazing land, drinking water source, pathways, temples etc.); iii) women's economic empowerment and gender relations; iv) life and livelihoods of tribal communities and practical measures to enhance the positive impacts, mitigate risks and address the binding constraints
- c) **Other Social Risks.** Identify other social, institutional and political economy risks that could adversely affect JOHAR objectives and interventions, including those related to left wing extremism (LWE), law and order, land and forest rights, high levels of poverty and vulnerability in project

area. Drawing on the risk analysis, suitable risk management strategies should be identified.

Task 6: Social Development Outcomes. Asses the implementation of social strategies by JSLP and other JOHAR related agencies specially on social inclusion, consultations and participation, citizens engagement, gender, grievance redressal, citizens feedback, land, tribal development and recommend ways to enhance social development outcomes – social inclusion, participation, transparency, accountability. Assess the current monitoring system for social development outcomes and ways to enhance them. Based on the findings, a capacity building and TA program would be prepared to be supported under JOHAR.

Task 7. Recommendations for project design and strategy. Based on the findings of the social assessment, the Consultant shall make practical recommendations for JOHAR project design and strategy, including among others: i) consultations and participation mechanisms, especially for primary stakeholders; ii) social inclusion mechanisms related to targeting, benefit sharing and inclusive leadership in community organizations; iii) Social Outreach and communication strategies; iv) implementation arrangements/partnerships; v) management and mitigation of any identified adverse social impacts and risks; vi) citizens engagement and grievance redress; vi) women's economic empowerment and vi) capacity building and technical assistance on social development strategies; and vii) social impact screening checklist and negative list; viii) mitigation of risks of exclusion, elite capture and resource based conflicts. The Social Assessment Report would also include a separate chapter on monitoring indicators and plan for tracking social development performance and outcomes of the project, along with a budget. The Consultants will consolidate all the above social strategies, guidelines, and procedures under a Social Management Framework (SMF). JSLPS will publicly disclose the social assessment reports on its website and field offices.

Task 8: Tribal Development Framework. A separate Indigenous Peoples Planning Framework (or Tribal Development Framework) would be prepared in accordance with Bank's OP 4.10. The TDF will also describe the process of preparing area specific tribal development plans (TDPs) during JOHAR implementation. If required, a resettlement framework would also be prepared to address any potential land acquisition and involuntary resettlement impact issues identified in the social assessment.

- 3) **Methodology.** The SA will be based on i) analysis and review of relevant reports, datasets, publications and studies; ii) inputs from key experts, practitioners, officials and resource persons from public, private and civil society; iii) field visits to representative project implementation areas/clusters, as well as sites where similar interventions have been carried out; iv) village/household survey, focus groups and community meetings; and v) Stakeholder Consultations and workshops. The consultations, field surveys, and in-depth social assessment exercises will focus on representative, sample of project clusters that would be financed under JOHAR project.

- 4) **Timeframe for the assignment:** The total duration of the assignment from the signing of the agreement between the JSLPS and the identified Consultant to the submission of the final report will be 5 months from the date of issue of work order. The Team Leader will submit the deliverables or outputs as electronic copies (in Microsoft Word .doc format) and 3 paper copies as per the following schedule.

| Deliverable | Timeframe from signing of contract |
|---|---|
| Submit Inception Report (containing detailed approach, methodology, field plan, workshop plan and outline of the draft report) | Within 1st week |
| Submit First Draft Report (complete in all respects) | Within 6 the week |
| Submit Second Draft Report (incorporating feedback and suggestions) | Within 7 th Week |
| Report of the stakeholder consultation workshop | Within 8 th week |
| Submit Final Report (incorporating feedback and suggestions provided on the Draft Report) | Within 8 th week |

5) **Qualification of the Consultant :**

Person with at least Master's Degree in Social Sciences, Rural Development or a related discipline with a minimum experience of 8 years in social assessment and in capacity building – especially in the rural context in large-scale agriculture and natural resource management projects. Experience of working in World Bank projects is desirable. The team leader should have experience of working on social assessments, social mobilization, socio-economic surveys, participatory planning, community institutional development, gender and tribal development issues. Specific experience on Social Impact Assessments, Social Management Frameworks, Tribal Development and Gender Action plans on Government and donor-supported projects would be preferred. The team leader should have willingness to undertake desk review, field visits and community consultations along with excellent written and communication skills. Adequate proficiency in the local language in Jharkhand would be required.

6) **Duration of the Assignment:**

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7) **Review, Monitoring & reporting :**

The Social Assessment Consultant will prepare a detailed time-bound implementation work plan for implementation of the aforementioned task. Overall, progress on implementation of the agreed work plan will be the basis on which the performance of the assessment will be judged. The activities/progress of the Consultant shall be reviewed by a Committee consisting of Chief Operating Officer and State Program Managers. Any deviation noticed by the Committee shall be rectified immediately by the Consultant and the recommendation of the Committee

shall be adhered. Further, any complaints/allegations received against the Consultant that will be reviewed by the above Committee and if the complaint/allegation is based on facts, necessary disciplinary action shall be taken as per the recommendation of the Committee. The Consultant will be report the day to day activities to the designated officer nominated by JSLPS from time to time.

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