

DRAFT TERMS OF REFERENCE FOR HIRING CONSULTANT/S
NAVSARI AGRICULTURAL UNIVERSITY, NAVSARI, GUJARAT, INDIA

Title of the position: Short term consultant (Environment Specialist Consultant)

Location: Navsari Agricultural University, Navsari, Gujarat, India

**Reporting Lines: Principal Investigator & Nodal Officer CAAST, O/o DR & Dean PGS,
 University Bhavan, NAU, Navsari-396 450, Gujarat, India**

Particular	Contents/Comments
1) Background information on the project and the assignment	<p>The Organization : Navsari Agricultural University, a state agricultural university was established in the year 2004 with the enactment of Act No. 5 of 2004 (Gujarat Agricultural Universities Act, 2004) and mandated to work in the field of higher education in different Agriculture and allied sciences like Agriculture, Horticulture, Forestry, Veterinary Sciences and Animal Husbandry, Agribusiness Management, Agricultural Engineering, Food Processing Technology, Biotechnology, Fisheries <i>etc.</i>; as well as contribute in the location specific research in agricultural field and also act as a nodal agency for the extension of developed technologies to the end users such as farmers, consumers, entrepreneurs <i>etc.</i></p>
	<p>The Project : Indian Council of Agricultural Research is the premier body working under Ministry of Agriculture, Cooperation and Farmer Welfare, Government of India (GoI) which is handling core issue of regulation and development basic and higher education, research and extension activities in agriculture and allied field.</p> <p>The Indian Council of Agricultural Research (ICAR) in collaboration with the World Bank has enunciated a series of projects to revamp the national research, extension and innovation systems. The National Agricultural Higher Education Project has been conceived to enable the agricultural education system catch up nationally and internationally with the peers. This project is aimed at enhancing the capability of best of the agricultural universities in the country (like the DUs in the ICAR system) to become globally relevant and competitive by investing in chosen core activities that have a bearing on their reckoning to be counted in the race. This project has several components and subcomponents. However, Navsari Agricultural University had obtained a project entitled “Establishment of Secondary Agriculture Unit for Skill Development in Students and Farmers at NAU, Navsari” in subcomponent Investments in Centres for Advanced Agricultural Science and Technology (CAAST) on June 13,</p>

	<p>2018. The objectives of this project are to acquaint PG students, faculty members and technical project staff with latest technologies in different spheres of secondary agriculture, capacity building, competency development, product development and its commercialization. This project shall focus on Processing and Waste Utilization in Horticultural Produce; Scientific Utilization of Non-Timber Forest Products and Medicinal and Aromatic Plants, Establishment of Small Scale Climate Resilient Dairy Unit and Pesticide Residue Analysis from agricultural and other food commodities.</p>
	<p>Background for Consultancy: The CAAST will take into consideration the management of environmental and social impacts, and improve the knowledge and understanding of these issues especially in the backdrop of climate change, and identify and comply with all relevant environmental legislation and regulation.</p> <p>In the light of the emerging scenario in agriculture, there is a need to implement a broad Environment Management Framework (EMF) for CAAST.</p> <p>The Environment Specialist (consultant) will be positioned at NAU, Navsari and is expected to handle the overall implementation of EMF across all the units of CAAST project at NAU, Navsari</p>
<p>2) Precise statement of the objectives of assignment</p>	<p>Objectives of the assignment are as under</p> <ul style="list-style-type: none"> • To provide required support for the implementation of Environment Management Framework (EMF) in all the units of CAAST sub-project at NAU. • To provide orientation to staff, students and other associates of all the units of CAAST sub-project on environmental safeguard requirements. • To provide guidance in preparation, evaluation and implementation of (Environmental Sustainability Plans) ESPs at all the units of CAAST sub-project. • To provide support in any other issues related to environment that emerges during the implementation of the CAAST sub-project. • To facilitate for development of linkage and working relation for sharing the expertise, infrastructure and technical knowhow to between the units of CAAST sub-project and other world-class national and international private and government institutes in relation to environmental issues. • To provide guidance in framing R&D work related to implementation of ESPs.

<p>3) An outline of the tasks to be carried out (Scope of services) including transfer of knowledge, if any</p>	<ul style="list-style-type: none"> • Support and guidance in Environmental Audits (EA) and EMF. He/she is responsible for updating the EMF documents as and when necessary, issuing guidelines etc. (based on the need) for Environmental Safeguards. • Orientation to all units of CAAST project on environmental safeguard requirements for the project. He/she shall organize refresher trainings/review meetings etc. • Guidance to preparation, evaluation and implementation of Environmental Sustainability Plans (ESPs). • Integration on environment friendly features to the extent possible in to the CAASTs, civil works, laboratory up-gradation etc. • Guidance to all the units of CAAST at NAU for effective implementation of ESPs, especially compliance with the legal and regulatory requirements, laboratory standards <i>etc.</i> Internal monitoring of implementation of ESPs. • Preparation of quarterly and annual progress reports. • Support and Guidance in any other issue related to environment (including safeguards) that emerges during the implementation of the project.
<p>4) Schedule for completion of tasks:</p>	<p>Most of the work related this sub-project will be done at NAU, Campus however for certain specific works the consultant may have to go the other part of the Gujarat or other parts of India.</p> <ul style="list-style-type: none"> • Duration and Length of the Assignment: The Initial contract period of the assignment will be start from February 01, 2019 till March 31, 2019. However, the length of contract period will be subjected to extension. But it is based on discretion of committee of NAU. • Financing and Payment Schedule: The assignment will be financed under CAAST sub-project entitled “Establishment of Secondary Agriculture Unit for Skill Development in Students and Farmers at NAU, Navsari” under National Agricultural Higher Education Project. The payment will be made in two installment based upon submission and approval of the final report related with all deliverables. This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the TOR. • The Consultant shall begin to carrying out the Services not later than the number of days after the Effective Date stated in TOR. <p>Unless terminated earlier, Contract shall expire at the Effective Date as specified in the TOR.</p>

<p>5) Description of key professionals whose CVs would be evaluated</p>	<p>Educational Qualifications:</p> <p>(i) Ph. D. degree in Environmental science/ Environmental management/ Agriculture with specialization in Environmental Sciences or other related disciplines.</p> <p>Experience:</p> <p>(ii) A minimum of eight years of professional experience in Environment management of projects related to agriculture, education, research, construction / infrastructure <i>etc.</i></p> <p>(iii) Should have both field and programme management experience.</p> <p>(iv) Should have experience of working on Environmental Safeguards in projects funded by the World Bank and be familiar with the World Bank Environment safeguard policies <i>etc.</i></p> <p>(v) Substantial data management expertise: using MS Excel and relational databases</p> <p>(vi) Strong analytical and problem-solving skills</p> <p>(vii) Demonstrated ability to set priorities and to work with minimum supervision in order to meet changing deadlines</p> <p>(viii) Fluency in English and Hindi language</p>
<p>6) Outputs and Deliverables (List of reports, schedule of deliveries, period of performance <i>etc</i></p>	<p>The Environmental Consultant (s) have to support the CAAST project to achieve the below mentioned deliverables :</p> <ul style="list-style-type: none"> • The Environmental consultant will have the overall responsibility to ensure that Environmental aspects both in terms of safeguards as well as proactive inclusion are being satisfactorily undertaken by the Project through its various activities and by its various components. • He/she will develop a reporting format to capture progress and compliance on identified parameters and using the same, would provide a monthly report to the PI of the CAAST project at NAU. • Consultant is responsible for submission of interim report or final report and data set as may be the case. • He/she will prepare the quarterly and annual progress reports related to environment. • The consultant will provide support and guidance in any other issue related to environment (including safeguards) that emerges during the implementation of the project. • He/she would provide a monthly report to the Nodal Officer, CAAST, NAU, Navsari
<p>7) Data, services, personnel, and facilities to be provided by the Client</p>	<p>The CAAST sub-project sub unit will provide office space, means of communications and other resources required for smooth implementation of the assignment.</p>
<p>8) Composition of review committee to monitor consultants' work</p>	<p>A review committee will formed to monitor the progress and performance of the service provider <i>i.e.</i> consultant. The composition of the review committee will be as follow:</p>

	<table border="1"> <tr> <td>Hon. Vice Chancellor</td> <td>Chairman (<i>de facto</i>)</td> </tr> <tr> <td>DR of Research & Dean PGS</td> <td>Executive Chairman</td> </tr> <tr> <td>Nodal Officer, NAHEP-CAAST</td> <td>Member Secretary</td> </tr> <tr> <td>Point Person (ES)</td> <td>Member</td> </tr> <tr> <td>Co-PI of CAAST</td> <td>Member</td> </tr> </table>	Hon. Vice Chancellor	Chairman (<i>de facto</i>)	DR of Research & Dean PGS	Executive Chairman	Nodal Officer, NAHEP-CAAST	Member Secretary	Point Person (ES)	Member	Co-PI of CAAST	Member
Hon. Vice Chancellor	Chairman (<i>de facto</i>)										
DR of Research & Dean PGS	Executive Chairman										
Nodal Officer, NAHEP-CAAST	Member Secretary										
Point Person (ES)	Member										
Co-PI of CAAST	Member										
9) Procedure for review of progress reports, inception, status, final draft and final reports	The review committee will meet monthly or Executive chairman can convene the special meeting at point of contract period to monitor the progress and performance.										
10) Others	<p>A) Modifications or Variations Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>B) Force Majeure For the purposes of this Contract, “<i>Force Majeure</i>” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>B.1) Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of <i>Force Majeure</i>.</p> <p>B.2) Payments During the period of their inability to perform the Services as a result of an event of <i>Force Majeure</i>, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.</p> <p>C) Termination C.1) Termination by the Client The Client may terminate this Contract in case of the occurrence of any of the events specified in following paragraphs</p> <p>(a) If the consultant does not remedy a failure in the performance of their obligations under the contract, within thirty (30) days after being notified or within any further period as the client may have subsequently approved in writing.</p> <p>(b) If the consultant becomes insolvent or bankrupt.</p> <p>(c) If the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>(d) If, as the result of <i>Force Majeure</i>, the Consultant are unable to perform a material portion of the Services for a</p>										

	<p>period of not less than sixty (60) days.</p> <p>(e) If the client, in its sole discretion and for any reason whatsoever, decides to terminate this contract.</p>
	<p>C.2) Termination by the Consultant The Consultants may terminate this contract, by not less than thirty (30) days' written notice to the client, such notice to be given after the occurrence of any of the events specified in following paragraphs</p> <p>(a) If the client fails to pay any money due to the consultant pursuant to this Contract.</p> <p>(b) If as the result of <i>Force Majeure</i>, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.</p> <p>(c) If the client fails to comply with any final decision reached as a result of arbitration.</p> <p>C.3) Payment upon Termination Upon termination of this Contract the Client shall make the following payments to the Consultant:</p> <p>(a) payment for services satisfactorily performed only prior to the effective date of termination</p> <p>D) Conflict of Interests The consultant shall hold the client's interests paramount, without any consideration for future work and strictly avoid conflict with other assignments or their own corporate interests. The consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations under the contract and the consultant shall use their best efforts to ensure that the personnel, any sub-consultants and agents of either of them similarly shall not receive any such additional payment. The consultant shall not engage and shall cause their personnel as well as their sub-consultants and their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this contract.</p> <p>E) Confidentiality Except with the prior written consent of the client, the consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the consultant and the personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p> <p>F) IPR and Publication All IPR and publication rights will remain with the client only. The consultant will not claim any IPR and will not publish any report/findings <i>etc.</i> in any form without prior permission of the client.</p>

G) Arbitration

- It is hereby agreed between the two Parties that TOR shall be executed in manner and form outlined in this Agreement. Any dispute, controversy, difference of any kind whatsoever or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. If no amicable resolution or settlement is reached within a period of thirty (30) days from date on which above-mentioned dispute or difference arose, such dispute or difference shall be referred to an Arbitrator, appointed by mutual consent of both the Parties herein.
- If the Parties cannot agree on the appointment of an Arbitrator within a period of two months from the notification by the party to the other of existence of such dispute, then the Arbitrator shall be appointed by NAU-Navsari.
- The seat of arbitration shall be Navsari and arbitration shall be conducted in English language.
- The arbitration will be carried out in accordance with the provisions of Indian Arbitration and Conciliation Act of 1996, or of any modifications or re-enactments thereof.
- The arbitral award will be final and binding, subject to legal remedies available under the law.
- Existence of any dispute or difference or initiation or continuance of arbitral proceedings shall not postpone or delay performance by Parties of their respective obligations under or pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either Party shall be withheld except payment in dispute, if any.
- This Agreement shall be governed by, construed, and enforced in accordance with the prevailing laws of India.

H) Recommended Presentation of Proposal

Given below is the recommended format for submitting your proposal. The following headings with the required details are important.

CVs with a proposed methodology addressing the elements mentioned under deliverables must be submitted by 5th January, 2019 electronically *via* email: caastnau@gmail.com
Incomplete applications will not be considered and only candidates for whom there is further interest will be contacted.

Proposals must include:

- CV or written form addressing the evaluation criteria and why you consider yourself the most suitable for this assignment. The selected candidate must submit a signed form prior to contract award.
- 3 professional references most recent
- A brief methodology on how you will approach and conduct the work,

	<ul style="list-style-type: none">• Financial Proposal specifying the daily rate and other expenses, if any• Letter of interest and availability specifying the available date to start and other details. <p><i>Queries about the consultancy can be directed to the caastnau@gmail.com</i></p>
--	---

18. Membership of Professional Associations/Societies

Sl.	Name of Association/Society	Type of membership	Remarks

19. Total Professional Experience : _____ Years _____ month(s)

20. Details of Professional Experience (Starting from latest **) (attach copies of experience certificates):

Sl.	Designation	Organization	From (mm/yyyy)	To (mm/yyyy)	Summary of Services provided

**** Attach evidentiary proof.**

21. Total Experience as consultant : _____ Years _____ month(s)

Provide most relevant similar works/assignment undertaken that best illustrates suitability for the position applied (Add tables as per activity with following format)

Name of Assignment or Project:	
Year(s): (from – to)	
Name & address of employer	
Contact No & Working email address of employer (for the sake of reference/testimonial)	
Main Features of the Project/ assignment:	
Position held:	
Activities Performed/Services Provided: (Maximum 100 words)	

22. Write a brief note describing why would like to be associated with us : (Maximum 100 words)

--

23. Languages proficiency: (please tick √)

Sl.	Language	Read	Write	Speak

24. **Have you ever been convicted for any anti-law activity?** *(If yes give details):*
25. **Have you ever been blacklisted for performing similar activity :** *(If yes give details):*
26. **Have you ever been discharged or forced to resign from any position?** *(If yes give details):*

Declaration: I certify that the statements made by me in this application are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or fraudulence or material omission made herein or in any other document requested by NAU, Navsari would render dismissal and termination of my candidature and contract from the assignment at any point of time, if engaged. Further, I hereby declare that I have not been blacklisted and there is no conflict of interest with ongoing works.

Date :

Signature of the Candidate

Place :

IMPORTANT Notes:

1. **Submit scanned copy of duly filled and signed application form along with self attested scanned certificates/testimonials/ other relevant documents to caastnau@gmail.com on or before 05/01/2019.**