

GOVERNMENT OF TRIPURA
Office of the Chief Executive Officer & Project Director
IGDC CREFLAT Project
Gandhigram, West Tripura- 799012

No.F./9.2.3/SFO/CREFLAT/2024/ 5102

Date 07/02/2025

Open National Invitation – RFP - for Hiring NGO for Institutional Development Under QCBS Method -
for KfW Project in Tripura.

Project number - BMZ No.: 2015 67 650 (Grant); 2015 67 643 (Loan)

The KfW, German Development Bank in partnership with Tripura Forest Department (TFD), Govt of Tripura is undertaking Climate Resilience of Forest Ecosystems, Biodiversity and Adaptive Capacities of Forest in the state of Tripura. CREFLAT calls for for Hiring NGO for Institutional Development Under QCBS Method for KfW Project In Tripura. Interested NGOs may download the complete RFP Document, from the tender/procurement section on the website igdcg.tripura.gov.in/forest.tripura.gov.in or interested bidders can obtain it from the PMA, CREFLAT. The floating date of tender i.e. 07-02-2025 onwards and till 20-03-2025, and to be submitted to address mentioned above on any working day up to 16:00 hours on 20-03-2025 and Proposal of Bids shall be opened on the same day at 16:30 hours at CREFLAT office. No liability will be accepted for downloading the incomplete document. Details as to eligibility criteria, evaluation procedure, and other terms and conditions are given in tender document. Project Director, CREFLAT reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds.


CEO and Project Director
IGDC CREFLAT Project

S. PRABHU, IFS
CEO & PROJECT DIRECTOR
IGDC CREFLAT PROJECT

German Financial Cooperation with India

Project: "Climate Resilience of Forest Ecosystems, Biodiversity & Adaptive Capacities of Forest Dependent Communities – CREFLAT Project, Tripura", India

Request for Proposals

for

Hiring of NGO for Institutional Development in the Project "Climate Resilience of Forest Ecosystems, Biodiversity & Adaptive Capacities of Forest Dependent Communities – CREFLAT Project, Tripura", India

**Employer: IGDC CREFLAT PROJECT
Gandhigram, Tripura
PIN-799012**

Feb 2025

BMZ No: # 201567643 (Loan) and 201567650 (Grant)



GOVERNMENT OF TRIPURA
Office of the Chief Executive Officer & Project Director
IGDC CREFLAT Project
Gandhigram, West Tripura- 799012

No.F.I/9.2.3/SFO/CREFLAT/2024/ 5102

Date. 07/02/2025

LETTER OF INVITATION

Project ID:BMZ No: 201567650
Agartala

Date.....

To,

Consultants (open Invitation)

Dear Mr. /Ms.

1. The CEO & PD, IGDC CREFLAT Project, Forest Department, Govt of Tripura referred to as the "Employer" is acting as implementing agency for the project "**Climate Resilience of Forest Ecosystems, Biodiversity & Adaptive Capacities of Forest Dependent Communities – CREFLAT Project, Tripura**" intends to engage a consultant for which this Request for Proposal is issued. KfW provides financing for the project; any payments are subject to the underlying financing arrangements and no party other than the Employer shall derive any rights from or have any claims to the proceeds of it.
2. The Employer now invites **Proposals** to provide the following consulting services (hereinafter called "Services"): **Agency/NGO for Institutional Development of Forest Eco-systems, Biodiversity and Adaptive Capacities of Forest Dependent communities in Tripura (CREFLAT)**. More details on the Services are provided in the Terms of Reference (Section VII).
3. The RFP has been published on the website. Interested consultant can download and submit.
4. A firm will be selected in accordance with the procedures described in the KfW Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries, which can be found on the website www.kfw-entwicklungsbank.de. For this contract QCBS system of procurement will be followed.
5. The RFP includes the following Sections:
 - Section I– Instructions to Consultants (ITC)
 - Section II–Data Sheet
 - Section III– Technical Proposal - Standard Forms
 - Section IV– Financial Proposal - Standard Forms
 - Section V–Eligibility Criteria
 - Section VI – KfW Policy – Sanctionable Practice – Social and Environmental Responsibility
 - Section VII – Terms of Reference
 - Section VIII– Conditions of Contract and Contract Form
6. Details on the **Proposal's** submission date, time, and address are provided in **ITC 15.7**.

Yours sincerely,



CEO & Project Director
IGDC CREFLAT Project

S. PRABHU, IFS
CEO & PROJECT DIRECTOR
IGDC CREFLAT PROJECT

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PART 1 – TENDERING PROCEDURES

Section I. Instructions to Consultants

[This Section 1 - Instructions to Consultants (ITC) shall not be modified. Any changes needed to address specific country and project conditions, to supplement, but not over-write, the provisions of the ITC, shall be introduced through the Data Sheet only.]

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Section I. Instructions to Consultants

A. General Provisions

1. Scope of Proposals and Definitions

1.1 The Employer named in the **Data Sheet** intends to select a consultant in accordance with the method of selection specified in the **Data Sheet**.

The following three selection methods can be distinguished in this one-stage RfP:

- a) **Two-envelope submission Quality and Cost-Based Selection (QCBS)**, which attributes weight to the Technical Proposal and to the Financial Proposals indicated in the **Data Sheet** and is the standard method.
- b) **One-envelope submission Fixed Budget-Based Selection (FBS)**, which attributes 100 % weight to the Technical Proposal and 0 % to the Financial Proposal, provided the Financial Proposal is within the available budget. The available budget is indicated in the **Data Sheet**. This selection method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. This selection method is most useful in the case of small studies and simple services.
- c) **One-envelope submission Least Cost-Based Selection (LCS)**, in which the Contract is awarded to the lowest-priced, substantially responsive Proposal. This selection method may only be envisaged for standard, non-complex Consulting Services of limited cost (e.g. translation work, audits).

1.2 Throughout these Request for Proposal the following definitions apply:

- (a) "Affiliate(s)" means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Employer's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The terms "Consultant" and "Bidder" are used in this document interchangeably.
- (d) "Contract" means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).
- (e) "**Data Sheet**" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
- (f) "Day" means a calendar day.
- (g) "Employer" means the contracting party that legally concludes the Contract for the Services with the selected Consultant. The term Employer may be used interchangeably with the term Project Executing Agency.
- (h) "Experts" means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) "Government" means the government of the Employer's country/state.
- (j) "Guidelines" means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial

Cooperation with Partner Countries available at https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf.

- (k) "ITC" (Section 2 of this RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (l) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.
- (m) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's **Proposal**.
- (n) "LOI" (Section 1 of this RFP) means the Letter of Invitation being sent by the Employer to the shortlisted Consultants.
- (o) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) "RFP" means the Request for Proposals to be prepared by the Employer for the selection of consultants.
- (q) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (r) "Sub-consultant" means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
- (s) "TOR" (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

1.3 The preselected Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

1.4 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Consultants' expense.

1.5 The Employer will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

2. Source of Funds, Responsibilities

2.1 The Employer as indicated in the **Data Sheet** has applied or received financing (hereinafter called "funds") from KfW or, if KfW is the Employer, has allocated funds towards the cost of the project named in the **Data Sheet**. The Employer intends to apply a portion or all the funds to eligible payments under the contract(s) resulting from this procurement process.

The following clause applies only if KfW is not the Employer:

2.2 The procurement process is the responsibility of the Employer. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises its monitoring function based on the contractual arrangements with the Employer

and the Applicable Guidelines detailing the requirement for KfW's approval and no objection. No contractual relationship between KfW and any third party shall be deemed to exist other than with the Employer.

3. Sanctionable Practice

3.1 KfW requires compliance with its policy regarding Sanctionable Practice as defined and set forth in Section VI.

3.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

4. Eligible Consultants and Eligible Materials, Equipment, and Services

4.1 A Consultant may be a firm that is a private entity or a government-owned entity — subject to ITC 4.3.

4.2 It is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements of eligibility and conflict of interest as established hereunder.

4.3 KfW's eligibility criteria to bid are described in Section V, Eligibility Criteria.

4.4 This tendering procedure is open to Consultants meeting the eligibility criteria.

4.5 A Consultant shall provide such evidence of eligibility satisfactory to the Employer, as specified in Clause 4.3 or as the Employer shall reasonably request.

4.6 The materials, equipment and services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Consultants may be required to provide evidence of the origin of materials, equipment and services.

5. Conflict of Interest

5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

5.2 Bidders shall be disqualified if they:

- (a) are an affiliate controlled by the Employer or a shareholder controlling the Employer, unless the stemming conflict of interest has been fully resolved;
- (b) have a business or a family relationship with an Employer's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been fully resolved;
- (c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information contained in the respective applications, to influence them or influence the decisions of the Employer;
- (d) are engaged in a services activity which, by its nature, may conflict with the assignment that they would carry out for the Employer;
- (e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the

Section I. – Instructions to Consultants

information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.

- (f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the Employer and are or were able in this connection to influence the award of contract.
- (g) are state-owned entities, which are not able to provide evidence that (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.

5.3 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

6. Unfair Competitive Advantage

6.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question or have otherwise been involved in the preparation of this tender procedure. To that end the Employer shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to aforementioned provision Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail.

7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment. A material deviation or reservation is one that:

- a) affects in any substantial way the scope, quality, or performance of the Services; or
- b) limits in any substantial way, inconsistent with the RFP, the Employer's rights or the Consultant's obligations under the Contract; or
- c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Substantially non-responsive Proposals shall be rejected by the Employer.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Documents Comprising the Proposal

9.1 The Proposal shall include a Declaration of Undertaking in the format provided in Form TECH-1 (Section III) along with the Technical and the Financial Proposal. The individual documents and forms comprising the Proposal are enlisted in the **Data Sheet** (see Clause 20.1 and 20.2).

9.2 In case Consultants are required to demonstrate their qualification, the **Data Sheet** (see Clause 20.2) will determine which qualification documents have to be submitted as well as any other documents and forms to be submitted.

9.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).

**10. Proposal
Validity**

10.1 The validity period shall be 3 (three) months. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

10.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g., sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.

**Extension of
Validity Period**

10.3 The Employer will make its best effort to complete the evaluation within the Proposal's validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.

10.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

10.5 The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.

**Substitution of
Key Experts at
Validity
Extension**

10.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.

10.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.

10.8 Substitution requests shall not delay the evaluation process.

**11. Clarification and
Amendment of RFP**

11.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the **Data Sheet**. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

11.1.1 At any time before the Proposal submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them.

11.1.2 If the amendment is substantial, the Employer may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

Section I. – Instructions to Consultants

- 11.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 12. Preparation of Proposals – Specific Considerations**
- 12.1 While preparing the Proposal, the Consultant must give particular attention to the provisions in the **Data Sheet**.
- 12.2 If stipulated in the **Data Sheet** a basic eligibility and qualification assessment will be carried out to establish the Consultant's general capability to perform the requested services as a prerequisite to qualify for technical evaluation. The Consultant shall submit the Qualification Form(s) as stipulated in the **Data Sheet**.
- 12.3 If required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.
- 13. Technical Proposal Format and Content**
- 13.1 In a two-envelope procedure (here: QCBS only) the Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 13.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.
- 13.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.
- 14. Financial Proposal**
- 14.1 The Consultant shall submit a Financial Proposal based on the requirements as described in the TOR (Section VII) and considering the remuneration mode as specified in the **Data Sheet**. If a contract period is provided in the **Data Sheet** the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in the **Data Sheet** and in Section IV.
- Taxes**
- 14.2 Tax liabilities and public duties in connection with the Contract will be disbursed upon documentary evidence.
- Currency of Proposal**
- 14.3 The Consultant shall calculate the Financial Proposal for its Services in Euro unless otherwise permitted in the **Data Sheet**.
- Currency of Payment and Payment Conditions**
- 14.4 Payments under the Contract shall be made in Euro unless otherwise stated in the **Data Sheet**.
- 14.5 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the **Data Sheet**.
- Contributions by the Employer**
- 14.6 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions:
- 14.6.1 provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project;
- 14.6.2 provide other support and contributions as stipulated in the **Data Sheet**.

C. Submission, Opening and Evaluation

15. Submission, Sealing, and Marking of Proposals

15.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 9 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand unless otherwise stipulated in the **Data Sheet**.

15.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.

15.3 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.

15.4 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

15.5 The original and all the copies of the Proposal shall be submitted and sealed as indicated in the **Data Sheet**. If the envelopes and packages with the Proposal are not sealed and marked as required in the **Data Sheet**, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

15.6 The original of the Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received after the deadline shall be declared late and rejected, and promptly returned unopened. The timely receipt of the original of the Proposal at the address and date indicated in the **Data Sheet** is decisive for the timely submission of the Proposal.

15.7 The Consultant may be requested to send additional copies of the Proposal to other recipients as indicated in the **Data Sheet**. In this case the same requirements for envelopes and packages apply as for the original of the Proposal. The receipt of such copies shall not be decisive for the timely submission.

16. Confidentiality

16.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Employer on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract is awarded.

16.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

17. Opening of Proposals

17.1 The Employer's evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 17.4.

17.2 The Employer's evaluation committee shall be composed of at least two members unless otherwise detailed in the **Data Sheet**. If a tender agent conducts the selection procedure on behalf of the Employer as indicated in the **Data Sheet** the opening of Proposals shall be done by the tender agent in presence of a witness and both shall sign the opening protocol as per ITC 17.4

17.3 In case of QCBS the envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 20. In case of FBS and LCS the Financial Proposal will be opened together with the Technical Proposal.

Quality and Cost-based Selection - QCBS

17.4 At the opening of the Proposals the following shall be recorded in the opening protocol: (i) the name and business address of the Consultant; (ii) the presence or absence of a Financial Proposal submitted in compliance with the packing requirements described in ITC 15; (iii) the presence or absence of the signed Declaration of Undertaking (TECH-1); (iv) a bid validity compliant with ITC 12.1; (v) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (vi) any other information deemed appropriate or as indicated in the **Data Sheet**.

17.5 In case of QCBS opening of the envelopes containing the Financial Proposal is subject to the acceptance of the Technical Evaluation Report and follows the stipulations of ITC 20. The Opening Protocol shall contain the following information: (i) the name of the Consultant; (ii) the scoring as per the technical evaluation; (iii) the read-out price; (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

18. General aspects of Evaluation

18.1 The evaluation of the Proposals shall be conducted in conformity with the provisions below. The individual evaluation steps and their sequence are depending on the form of submission and selection method chosen. This RfP differentiates between the selection methods as specified in ITC 1.1 and the detailed evaluation steps will be presented in ITC 20.2 to 20.4.

- a) In case of a two-envelope submission QCBS the detailed evaluation steps will be presented in ITC 20.2
- b) In case of a one-envelope submission FBS the detailed evaluation steps will be presented in ITC 20.3.
- c) In case of a one-envelope submission LCS the detailed evaluation steps will be presented in ITC 20.4.

The selection method applicable for this tender is determined in the **Data Sheet**

18.2 The evaluation report(s) shall include all clarifications with consultants during the evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 17.2.

18.3 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 10.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

18.4 Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the **Data Sheet**.

18.5 Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.

19. Evaluation methods

19.1 The Employer shall evaluate the Technical Proposals based on the evaluation criteria set out in the **Data Sheet**.

19.2 If indicated in the **Data Sheet** evaluation will be based on a scoring system. Then, for the purposes of scoring individual sub-criteria the following qualitative approach may be applied:

- a) 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion.
- b) 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
- c) 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.

- d) 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.
- e) 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.

A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.2 b)/20.3 b).

19.3 A proposal is considered responsive if it complies with the minimum requirements as defined in the **Data Sheet**. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum requirements as defined in the **Data Sheet**.

20. Evaluation steps and sequence

20.1 Generally, as a first evaluation step all proposals will be checked for administrative compliance as per ITC 10.1. A proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected. In particular, any proposal lacking the following documents shall be considered not substantially responsive:

- a) Signed Declaration of Undertaking (Form TECH-1)

Bidders which fail to include a signed Declaration of Undertaking in their proposals will be excluded from further evaluation. In case of QCBS their financial proposals will be returned unopened once the tender has been concluded. The proposals of all other bidders will be evaluated as per the criteria and/or scoring system determined in the **Data Sheet**.

20.2 In case of a two-envelope submission **QCBS** the following evaluation steps will be carried out in the sequence presented below:

- a) If qualification criteria are determined in the **Data Sheet** the evaluation of the technical proposals will begin with assessing the bidder's qualification based on criteria set out in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation and their financial proposals returned unopened once the tender has been concluded. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.
- b) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.2 b). A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.
- c) The technical evaluation will be presented in a report. Financial opening and evaluation may only resume once the technical evaluation report has been approved by the Employer and KfW, if KfW is not the Employer.
- d) The Financial Proposals of those Consultants which are in compliance with ITC 20.1 and are determined technically substantially responsive as per ITC 20.2 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing. The opening of the Financial Proposals shall be done in accordance with ITC 17.2 and ITC 17.5. The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors and strictly following the stipulations of ITC 23.

Quality and Cost-based Selection - QCBS.

- e) The financial evaluation will be presented in a Combined Evaluation report of Technical and Financial Proposals to be approved by the Employer and KfW, if KfW is not the Employer.

The Proposal Score shall be calculated as per the formula presented in 20.5.

The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.

20.3 In case of a one-envelope submission **FBS** the following evaluation steps will be carried out in the sequence presented below:

- a) Evaluation will begin with reading out the total prices of all proposals. Eligible for evaluation are only those proposals which are within the available budget as indicated in the **Data Sheet**. All proposals exceeding the available budget will be excluded from further evaluation. In order to determine financial responsiveness evaluation of the financial proposals will strictly follow the instructions as per ITC 21.
- b) If qualification criteria are determined in the **Data Sheet** the evaluation of the financially responsive technical proposals will begin with assessing the bidder's qualification based on criteria set in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.
- c) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.3 b). A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.

Fixed Budget-based
Selection – FBS

- d) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.
- e) The Proposal Score shall be calculated as per the formula presented in 20.5.

The Consultant with the highest Technical Score shall be declared the winner and invited for negotiations.

20.4 In case of a one-envelope submission **LCS** the following evaluation steps will be carried out in the sequence presented below:

- a) Evaluation will begin with reading out the total prices of all proposals and checking for arithmetical correctness as specified in ITC 21.
- b) The lowest corrected price bid will be evaluated as per the pass and fail criteria set out in the **Data Sheet**. All other proposals will be neglected at this stage. If the lowest corrected price bid is determined technically responsive evaluation will be stopped and the bidder proposed to be awarded the contract.

If the lowest corrected price bid is determined technically unresponsive it will be excluded from further evaluation and the evaluation process will resume with the second lowest corrected price bid.

- c) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.

The Consultant with the lowest corrected and technically responsive financial bid shall be declared the winner and invited for negotiations.

20.5 The Proposal Score shall be calculated as per the following formula:

The weights given to the Technical (T) and Financial (F) Proposals are as indicated in the **Data Sheet**.

The weighted technical score is calculated as follows:

$PT = WT * T$, with

PT = weighted technical score (points) of a technical Proposal,

T = technical score (points) as per technical evaluation,

WT = weight of the technical Proposal (in percent)

The weighted financial score is calculated as follows

$PF = WF * Co/C$, with

PF = financial score (points) of a financial Proposal,

C = evaluated price of the financial Proposal,

Co = lowest evaluated price of all financial Proposals.

and the overall score is calculated as:

$P = PF + PT$.

Least Cost-based
Selection - LCS

21. Evaluation of Financial Proposals

Time
Based contracts

21.1 The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.

21.2 If a Time-Based contract form is included in the RFP, the Employer's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1., and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the RFP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the Financial Proposals of competing Bids, determined to be responsive in accordance with ITC 7.2. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Employer's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

Lump Sum contracts

21.3 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, therefore no price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

21.4 Notwithstanding the above, the offered price may be adjusted for Other Cost items which are to be offered separately to allow for comparison, if such items are not offered as per instructions in 14.1. in the **Data Sheet**.

22. Employer's Right to Reject All Proposals

22.1 The Employer reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to consultants.

D. Negotiations and Award

- 23. Negotiations**
- 23.1 The Employer shall conduct contract negotiations with the Consultant whose bid has been ranked highest.
- 23.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant's authorized representative.
- Availability of Key Experts
- 23.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 10 of the ITC. Failure to confirm the Key Experts' availability shall result in the rejection of the Consultant's Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.
- 23.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the invitation announcement to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- Technical Negotiations
- 23.5 The scope of the contract negotiations shall be limited to the following points:
- a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
 - b) clarifying any counterpart services to be provided by the Employer.
- Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.
- Financial Negotiations
- 23.6 Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.
- 23.7 All terms and conditions of the Contract, including the payment schedule, shall be strictly in accordance with the terms and conditions set out in the contract form provided in Section VIII. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.
- 24. Conclusion of Negotiations**
- 24.1 The negotiations are concluded with a review of the finalized draft Contract.
- 24.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.
- 25. Award of Contract, Information of Consultants**
- 25.1 After completing the negotiations with the Consultant, the Employer shall promptly inform all preselected Consultants on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score/ Result of the winner and the respective Consultant.

25.2 In case a Consultant requests additional information on the result of the evaluation in writing to the Employer, the Employer shall promptly provide a debriefing to the Consultant informing on the weaknesses of the *Proposal* in relation to the winning Consultant. No additional information shall be disclosed.

The following clause applies only if KfW is not the Employer:

25.3 Subject to KfW's approval to the draft Contract the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.



Section II. Data Sheet – QCBS

A. General	
ITC Clause Reference	
1.1	The Employer is CEO & PD, IGDC CREFLAT PROJECT
1.1 a)	The selection method is two-envelope submission Quality and Cost-Based Selection (QCBS).
1.2 (b)	<i>Law of India</i>
1.3	The name of the assignment is Agency for Institutional Development for Climate Resilience of Forest Eco-systems, Biodiversity and Adaptive Capacities of Forest Dependent communities in Tripura (CREFLAT).
1.4	<i>A pre-proposal conference will be held on the date 19-02-2025 at 3:30pm and Location – Conference Room, Office of the CEO & Project Director, IGDC, CREFLAT Project , PMA, Hatipara, Gandhigram, West tripura – 799012.</i>
1.5	<p>The Employer will provide the following inputs to facilitate the preparation of the Proposals:</p> <p>The PMA will provide to consultants a distinct list of relevant documents. These include key background documents on the project. The consultant will report to CEO/PD or his authorised representative and he will be responsible for fielding major queries from the consultant. PMA/FD will provide to the consultant for arrangements for office space. PMA will also provide or arrange vehicle for local travels.</p> <p><i>Listed in Section VII – Terms of reference</i></p>
6.1	Terms of reference prepared by implementation consultant.
B. Preparation of Proposals	
11.1	The deadline for clarifications by Consultants is before 15 Days(i.e till 27-02-2025) prior to the submission date as per Clause 15.7.

	Clarifications requests shall be addressed to Name:- Project Director Address:- Office of the CEO & Project Director, IGDC, CREFLAT Project , PMA, Hatipara, Gandhigram, West tripura - 799012 Email:- ceoigdcp@gmail.com/apoigdcp@gmail.com/ddoigdcp-tr@tripura.gov.in												
12.1. QCBS	<p>"The estimated input of Key Experts' is Only National Consultants are required:</p> <table><tr><th>Position</th><th>Number</th><th>Estimated Time in months</th></tr><tr><td>Team Leader</td><td>1</td><td>24 months</td></tr><tr><td>Institutional Development Expert</td><td>1</td><td>24 months</td></tr><tr><td>Participatory Approaches Expert</td><td>1</td><td>24 months</td></tr></table>	Position	Number	Estimated Time in months	Team Leader	1	24 months	Institutional Development Expert	1	24 months	Participatory Approaches Expert	1	24 months
Position	Number	Estimated Time in months											
Team Leader	1	24 months											
Institutional Development Expert	1	24 months											
Participatory Approaches Expert	1	24 months											
12.2	"An eligibility and qualification assessment is carried out based on the criteria listed in table ITC 20.2, below."												
12.3	"Not applicable" (<i>Lumpsum contract</i>)												
14.1	<p>The contract period shall be <i>Twenty Four Months</i> and further extendable as mutually agreed by both the parties</p> <p>"The Financial Proposal shall be calculated under the assumption that services will be remunerated on a time based basis."</p> <p>The Consultant shall present its Financial Proposal according to Form FIN-1 Financial Proposal – Cost Breakdown.</p>												
14.3	<i>Currency is INR (Indian Rupees)</i>												
14.5	<i>Payment on monthly invoices based timesheet of key expert and monthly approved expenditure</i>												
14.6	<i>Support as per the Terms of Reference in Section VII</i>												

C. Submission, Opening and Evaluation	
15.4	<p>The Consultant shall submit the Proposal as follows:</p> <p>(a) Technical Proposal: one (1) original and <i>one</i> copies, each as hard copy;</p> <p>(b) Financial Proposal: one (1) original and <i>one</i> copies, each as hard copy.</p> <p>"Each original and copy of the Technical and Financial Proposal shall include a soft copy as unalterable and printable PDF file on CD or DVD disk, marked accordingly."</p>
15.5 QCBS	<p>The original and all copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "Technical Proposal", Agency for Institutional Development for Climate Resilience of Forest Eco-systems, Biodiversity and Adaptive Capacities of Forest Dependent communities in Tripura (CREFLAT).", reference number, name and address of the Consultant, and with a warning "Do Not Open until 20-03-2025 and the IST 16:00 Hours of the Technical Proposal submission deadline."</p> <p>Similarly, the original and all copies of the Financial Proposal shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "Do Not Open with The Technical Proposal."</p> <p>The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name, and the address, and shall be clearly marked "Do Not Open Before 20-03-2025 and the IST 16:00 Hours."</p>
15.6	<p>The deadline for the submission of Proposals shall be 20-03-2025 and the IST 16:00 Hours.</p> <p>The original of the Proposal shall be submitted at the following address:</p> <p>Office of the CEO & Project Director, IGDC, CREFLAT Project , PMA, Hatipara, Gandhigram, West tripura – 799012</p> <p>Telephone number:- 9436451558 (office hours)</p>
17.1	<p>The opening of the Proposals will take place on 20-03-2025 at IST 16.30 Hours at Office of the CEO & Project Director, IGDC, CREFLAT Project , PMA, Hatipara, Gandhigram, West tripura – 799012</p> <p>e-mail:- ceoigdcg@gmail.com/apoigdcg@gmail.com/ddoigdcg-tr@tripura.gov.in</p>
17.2	<p>"The Employer's evaluation committee is composed of</p> <p>Additional Project Officer, IGDCP</p> <p>Project Implementing Officer, IGDCP</p> <p>PMC expert, M/S GOPA</p> <p>Accounts Officer, PMA, IGDCP</p> <p>STO-SSCB(l/c), PMA, IGDCP</p>

18.4	"Not applicable".
18.5	"Not applicable". <i>alternative proposals are not accepted,</i>
20.2 a) & b)	<p>The technical evaluation shall be carried out by a Technical Committee based on the following criteria and point system. The Technical Committee shall be notified by CEO & PD, CREFLAT Project. No additional criteria or sub-criteria than those indicated in the RFP shall be used for the evaluation of the Technical Proposal.</p> <p>Part A:</p> <ul style="list-style-type: none"> a. The firm should be in consultancy business for at least last five years ending on 31.12.2024 (Registration certificate, Copies of PAN, TAN and GST registration). b. The firm should have an annual average turnover of INR 2 Crores or above from consultancy services in the last three financial years i.e. „2021-22, 2022-23, 2023-24“ or “2020-21, 2021-22, 2022-23”(Statutory Audit report to be attached). c. Minimum 2 assignments of minimum value 50 Lakhs related to institutional development programs funded by World Bank / KfW/ JICA/ Asian Development Bank/ any other Externally Aided Projects/ Govt. of India schemes successfully executed in the last 5 years, successfully executed in the last 7 years as on the date of proposal submission deadline. d. Minimum 2 assignments of minimum value 60 Lakhs in Design, Organize, and Monitor phases of various Training Programs/ Modules for Project Management Authority (PMAs)/ Project Management Unit PMU/ Central and District level Government staffs successfully executed in the last 5 years. <p>(Supporting documents like completion or client certificate/final payment certificate need to be submitted as proof. of completion of the project.</p> <p>Part B:</p> <p>The firms those comply Part A will be considered for evaluation as per below mentioned criteria, sub-criteria and point system.</p> <p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals</p>



Section II. – Data Sheet

Evaluation Criteria		Points															
I	<p>Specific Experience of The Consultant (As A Firm) Relevant To The Assignment</p> <p>[For maximum marks –</p> <p>i) 1 assignment related to institutional development programs funded World Bank / KfW/ JICA/ Asian Development Bank/ any other Externally Aided Projects/ Govt. of India schemes successfully executed successfully executed in the last 5 years -2 marks per project – 10 marks</p> <p>ii) 1 assignment in Design, Organize, and Monitor phases of various Training Programs/ Modules for Project Management Authority (PMAs)/ Project Management Unit PMU/ Central and District level Government staffs successfully executed in the last 5 years – 2 marks per project – 10 marks</p> <p>(Supporting documents like completion or client certificate/final payment certificate need to be submitted as proof. of completion of the project.)</p>	20															
	Total Points (Criteria I)	20															
<p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 20</p> <p>1. Technical approach and methodology: 10 points</p> <p>2. Work plan: 5 points</p> <p>3. Organization & Staffing: 5 points</p> <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p> <p>(iii) Key Experts' qualifications and competence for the Assignment:</p> <p><i>[Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant]</i></p> <table border="1"> <thead> <tr> <th>Post</th><th>NOS</th><th>Marks</th></tr> </thead> <tbody> <tr> <td colspan="3">Key Experts</td></tr> <tr> <td>Team Leader</td><td>1</td><td>20</td></tr> <tr> <td>Institutional Development Expert</td><td>1</td><td>20</td></tr> <tr> <td>Participatory Approaches Expert</td><td>1</td><td>20</td></tr> </tbody> </table> <p>Total points for criterion (iii): 60</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): 15%</p>			Post	NOS	Marks	Key Experts			Team Leader	1	20	Institutional Development Expert	1	20	Participatory Approaches Expert	1	20
Post	NOS	Marks															
Key Experts																	
Team Leader	1	20															
Institutional Development Expert	1	20															
Participatory Approaches Expert	1	20															

Section II. – Data Sheet

	<p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 75%</p> <p>3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, existing Acts and Rules etc.): 10%</p> <p style="text-align: right;">Total weight: 100%</p> <p><i>Comparative higher marks to be allotted in case key experts.</i></p> <p>Total points for the three criteria: 100</p> <p>The minimum technical score (St) required to pass is: <u>75</u></p> <p>The consultant has to qualify both Part A and Part B.</p>
20.5	<p>The weights given to the Technical (T) and Financial (F) Proposals are as</p> <p>$W_T = 80 \%$, and</p> <p>$W_F = 20 \%$</p>
	D. Negotiations and Award
25.3	<p>The expected commencement date of the assignment is the 01-05-2025 at Project office.</p>

Section III. Technical Proposal – Standard Forms

FORM	DESCRIPTION	Page Limit
QUAL-1	Financial Capability	2
QUAL-2	Project Experience	5
TECH-1	Declaration of Undertaking	3
TECH-2	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	2
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	30
TECH-4	Work Schedule (Tasks and Activities Bar Chart)	2
TECH-5	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)	30

FORM QUAL-1

FINANCIAL CAPACITY STATEMENT

Financial data	2020-2021 INR	2021-2022 INR	2022-2023 INR	2023-2024 INR	Average ¹ INR
Annual turnover ²					

If annual accounts are not yet available for the last year, please provide latest estimates or provisional figures. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made.

¹ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

² The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of Services, interest, royalties, and dividends) during the year.



FORM QUAL-2

PROJECT EXPERIENCE

Ref no:	Project title							
Name of legal entity (declaring Consultant)	Project Country	Overall project value (INR)*	Proportion carried out by the legal entity (%)*	Provided staff input (person months)	Name of client	Origin of funding	Dates (start / end)	Name of JV members, if any
...
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project		
...						...		

* If the overall project value refers to overall project cost inclusive of Consulting Services, please indicate the consulting fee separately. The portion carried out by the legal entity refers to that figure.

FORM TECH-1

DECLARATION OF UNDERTAKING

Reference name of the Application/Offer/Contract:

("Contract")³

To:

("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁴ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged, and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or

³Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

⁴The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services."



Section. III – Technical Proposal – Standard Forms

- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁵ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social

⁵ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁶: _____

Signature:

Dated:

⁶ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.



FORM TECH-2

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

[Form TECH-1: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Employer, including: administrative support, office space, local transportation, equipment, data, etc.]

A - On the Terms of Reference

[The Consultant is explicitly encouraged to present a detailed critical analysis and the Consultant's interpretation of the project's objectives and the TOR. This might encompass critical comments and doubts about the suitability, consistency and feasibility of individual aspects and the concept as a whole, if any. The methodology suggested must take constructive account of these.]

B - On Counterpart Staff and Facilities

[Comments on counterpart staff and facilities to be provided by the Employer. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]



FORM TECH-3
DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

[Form TECH-2: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. The texts and information should be compiled and presented in a way that is related to the project. Consultants shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred. The suggested structure of the Technical Proposal below provides guidance. In any case it shall be adjusted to the requirements of the assignment and could be limited to a) – c) or less for small and less complex assignments.]

- a) **Technical Approach and Methodology** Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these.
- b) **Work Plan** Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the work schedule form.
- c) **Organization and Staffing** Please describe the structure and composition of your team, including the list of the Key Experts, other experts and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with the Employer as well as with other stakeholders. The Consultant is encouraged to include junior staff in his/her team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Consultant has to describe how the execution and co-operation between site and home office staff is assured.
- d) **Back-up Services** Please describe the envisaged backstopping by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work.
- e) **Quality Control and Management** Please outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the Employer. Plain reference to ISO 9001 is not considered to be adequate.
- f) **Logistics** Please describe the planned logistics and facilities for the execution of the services.

FORM TECH-4 (INDICATIVE FORMAT)

WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)

N°	Tasks ¹ (T-.)	Months ^{2,3}					
		1	2	3	4	5	6
T-1	[e.g., Task #1: Report A 1) data collection 2) drafting 3) inception report 4) incorporating comments 5) 6) delivery of final report to Employer]						
T-2	[e.g., Task #2:]						
N							

- 1 List the tasks with the breakdown for activities, deliverables and other benchmarks such as the Employer's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

**FORM TECH-5(INDICATIVE FORMAT)
PERSONNEL SCHEDULE (BAR CHART)**

N°	Name	Position	Months ^{1,2}						Total time-input ³ (in person-months)		
			1	2	3	4	5	6	Internat'l	Natio nal	Total
KEY EXPERTS											
K-1	[e.g., Mr/Mrs. A]	[e.g., Team Leader]									
		Home									
		Field									
K-2											
K-3											
n											
OTHER EXPERTS											
E-1		[Home]									
		[Field]									
E-2											
n											
										Sub-total	
										Total	

- 1 Months are counted from the start of the assignment/mobilization.
- 2 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Employer's country or any other country outside the expert's country of residence.
- 3 The assignment of international and national staff shall be treated separately.

Full time input Part time input

FORM TECH-5
(CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	[e.g., K-1, TEAM LEADER]
Name of Expert:	[Insert full name]
Date of Birth:	[day/month/year]
Country of Citizenship/Residence	

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

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

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../ e-mail.....; Mr./ Mrs. B, deputy minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
[List all deliverables/tasks as in TECH- 5 in which the Expert will be involved]	

Section IV. Financial Proposal - Standard Forms

*[The Financial Proposal Standard Forms below shall be used for the preparation of the Financial Proposal according to the instructions provided therein and in Section II unless otherwise indicated in 14.1 of the **Data Sheet**.*



Section IV. – Financial Proposal Standard Forms

FORM FIN-1 FINANCIAL PROPOSAL – COST BREAKDOWN

[The tables below shall be adjusted as appropriate by adding or deleting cost items and / or by reducing the degree of detail.]

Model for Financial Proposal – Overall Cost Breakdown

As per **Data Sheet** clause 14.3 the prices in our Financial Proposal are expressed in:

INR

As per **Data Sheet** clause 14.1 our services are offered on a *[bidder to tick relevant box]*

☐ **Lump sum contract** ☒ basis ☐ **Time based contract** ☒ Basis

In case of a lump sum contract the cost, overview and cost details presented hereafter are to be understood to demonstrate the basis for the financial calculation but not as basis for invoicing at actual quantities or actual cost. However, independently of the remuneration mode indicated above, Other Cost items (8 Equipment and 9 Miscellaneous Cost) are offered for remuneration as per requirement in clause 14.1 of the **Data Sheet**.

Basic Services (as per TOR)

SUMMARY	Sum
1. – Foreign staff cost	NA
2. – Local staff cost	
3. – Allowance and accommodation	NA
Sub-Total – Staffcost	
4. – International travel costs	NA
5. – Local travel & transport cost	NA
6. – Project office	Will be provided
7. – Reports and documents	
Sub-Total Logistics and transport	
Total – Fees, transport and logistics	
8. – Equipment cost	
9. – Miscellaneous cost*	
Total – Other cost	

Overall – Fees, Transport, Logistics and Other Cost (net, exclusive of taxes and duties)	
--	--

Duties and Taxes

[In case the ITC requests the Bidder to offer services exclusive of taxes and duties, the bidder shall indicate the amount of local taxes and duties applicable for the services.]

Overall – Fees, Transport, Logistics and Other Cost (inclusive of taxes and duties)	
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Detailed Cost Calculation

Detailed Cost Calculation – Fees, Transport, Logistics				
1. Foreign Staff Cost (NA)	Unit	Quantity	Lump sum unit rate	Amount INR
1.1 Team Leader	month	...		
1.2 Other staff	month	...		
1.3 ...	month	...		
Sub-total Foreign staff				
2. Local Staff Cost (incl. allowances and accommodation, see explanation)				
2.1 Team leader	month	...		
2.2 Other staff	month	...		
Sub-total Local staff				
3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff (NA)				
3.1 Allowance, accommodation - Long-term staff	month	...		
3.2 Allowance, accommodation - Short-term staff	month	...		
Sub-total Allowance and accommodation				
4. International Travel (NA)				
4.1 International return flights	flight	...		NA
4.2 Complementary travel costs	flight	...		NA
4.3 ... other international flights	flight	...		NA
Sub-Total International flights				
5. Local Travel & Transport Cost (vehicles for local travel will be provided)				
5.1 Vehicle lease/rent or use of own vehicles	month	...		NA
5.2 Vehicle O&M incl. driver, insurance, repair	month	...		NA
5.3 Other local transport (short-term, peak)	day	...		NA
5.4 Local flights	flight	...		NA
Sub-total Local transport				
6. Project Office (Office space will be provided)				
6.1 Office rent	month	...		NA
6.2 Office operation	month	...		NA
Sub-total Project office				
7. Reports and Documents				
7.1 ... (Type of reports/documents to be stated)	/doc	...		
7.2		
Sub-total Reports and documents				
Other Cost – Lump sum unit rate basis				
8. Equipment	Unit	Quantity	Lump sum unit Rate	Amount
8.1 Office equipment		
8.2 Project vehicles (will be provided by the project)				NA
8.3 Other. equip. to be handed over/consumed		
Sub-Total Total Equipment				
Other Cost				Provisional Amount
9.1 Other miscellaneous items/services				
9.2 Security measures				
9.3 General contingencies				
Sub-Total Total Miscellaneous items/services				

Section V. Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
 - 2.2 have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
 - 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1. Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare mis procurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to

Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender-based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e., for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation⁷ (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

PART 2 – TERMS OF REFERENCE

Section VII. Terms of Reference

1. Introduction

1.1 IGDC-CREFLAT Project

The Climate Resilience of Forest Ecosystems, Biodiversity and Adaptive Capacities of Forest Dependent Communities (CREFLAT) is a joint project of Government of Tripura and KfW under Indo-German Development Cooperation Programme. The German Government has committed approximately EUR 21 million (RIL - reduced/subsidized interest loan) plus EUR 1 million in grant funds to GoI for Financial Cooperation (FC) as a contribution towards the second component of the Climate Change Adaptation Programme in the Himalaya in Tripura.

The project components focus on sustainable forest management for developing climate resilient forest ecosystems that would conserve biodiversity and enhance the sustainable benefits of forests and suggested both adaption and mitigation measures to achieve this. The component for biodiversity conservation gives strong emphasis on Access and Benefit Sharing (ABS) mechanisms to create incentives for biodiversity conservation by local communities and also for biodiversity conservation measures such as wildlife corridors and addressing human wildlife conflicts.

1.2 Project Objectives and Outputs

The key objective of the Project is to support sustainable forest management in Tripura. This is to contribute to the goal of the Project, which is to manage forest landscapes in Tripura in a sustainable and participative way for improving climate resilience of local populations and ecosystems

The project has five Key Outputs to reach outcome as follows:

1. Participatory village-based landscape planning system developed and implemented
2. Climate resilient forest land management implemented
3. Measures for mitigating adverse climate impacts on biodiversity applied
4. Natural resources products processing and marketing supported
5. Forest sector enabling environment supported

An Agency (NGO/Company) has to be hired for Institutional Development and Capacity Building of the various stakeholders in the project "Climate Resilience of Forest Eco-systems, Biodiversity and Adaptive Capacities of Forest Dependent communities in Tripura", being implemented under Indo-German Development Co-operation Project II and funded under German Financial Cooperation with the Republic of India.

2. Institutional Framework

The Tripura Forest Department (TFD) is responsible for the implementation of the project. The Project will be managed at three levels i.e., State, District and Village Levels. In order to streamline project implementation, the Project Management Authority (PMAs) at central and district levels are staffed by core TFD personnel. In order to facilitate the smooth project implementation, The Govt of Tripura has established a separate entity named "Natural Resource Management Society, Tripura (NRMST)" registered under the Society Registration Act, 1927. A project directorate at the state level is responsible for the implementation of the project under the policy and strategic guidance of a "NRMST Governing Body" chaired by the Chief Secretary and relevant other departments (e.g., TFD, Tribal Welfare, Rural Development, etc.). The board also includes a representative from the target groups in the project area identified from amongst participating villages. The direct implementation responsibilities are entrusted to TFD which has established a Project Management Authority (PMA) headed by a forest officer. The two (2) District Project Governance Bodies (DPGB) are also represented on the society's board. The Project Director (from TFD) acts as member secretary for the society board meetings. For smooth coordination and convergence with other government initiatives and fund allocation DPGB also consist of representatives from different line agencies involved in project delivery plus 2 nominated representatives from project target villages. The DPGB are to be strengthened by inclusion of the Tripura Tribal Area Autonomous District Council (TTAADC) forest officer.

Section VII – Terms of Reference

Under the Chair of PCCF/ HoFF, a Technical Coordination Committee has to be established at state level by TFD with members drawn from government, academic institutions and projects (including IGDC and JICA projects) and from elsewhere as required to address specific technical needs. The committee will have the liberty to invite specific technical expertise (as required) and to meet specific needs. The role of the Technical Coordination Committee will be to share information between projects, review progress, report new research findings, coordinate sharing of input for guidelines and manuals.

The Project Director (PD) posted at PMA oversees project implementation and management is supported by a Deputy/Additional Project Director (CF/DCF level) as well as a senior finance officer. All staff are deputed from TFD. In addition to staff posted by TFD, the PMA has also hired technical and administrative support staff as Technical Officers (TOs) and Technical Assistants (Tas), from the market, to work full time for the Project/Project Districts.

The two selected districts, Dhalai and North Tripura, each have District Project Management Authorities (DPMAs) at Ambassa and Dharmanagar respectively. Each DPMA is headed by a District Forest Officer (DFO), posted by TFD as District Project Director (DPD) who also has financial authority in order to devolve fund management and disbursement at the district level.

The DPD is supported by Sub-Divisional Forest Officers (SDFOs) at the block level consisting of other field level resource personnel (RO, BO etc.). Cross-sectoral coordination (both financial and technical) at block level, this being the logical level where various central and state schemes are being implemented through different public departments can be brought together, thus enhancing the potential for convergence around the Village Development Plans (VDPs) prepared with a participatory approach and are the basis for project investments. The Block Development Officers (BDOs) will play an important role in this with some limited financial support for establishment of office facilities with the BDO offices in each block.

At the village level Village Councils (VCs) and Village Development Plan Implementation Committees (VDPICs) are the main institutions involved in the planning process. Having a common chairperson for the VC and VDPIC builds linkages within a project target community. The VC forms the governance structure for the Project at village level, to ensure smooth project delivery at grass roots level via the VDPIC and various other village-level committees and sub-committees such as the Monitoring Committee, Biodiversity Management Committee (BMC), Joint Forest Management Committee (JFMC) and others (e.g., SHGs). An important role for the VC is to assess monitoring reports and other information concerning representation and inclusion of marginalized groups in project implementation and benefit sharing. The VC also addresses any issues raised by the monitoring subcommittee regarding social and environmental safeguards. The Project will provide capacity development support for the VC with the aim of ensuring that it becomes self-dependent and is able to continue after the end of the Project thus ensuring sustainability.

VDPICs have overall responsibility for project activity in the villages implemented on private, patta and other village common lands. JFMCs will be involved for implementation, monitoring and maintenance of project activities undertaken on Forest Land. This arrangement will be reviewed following a study on SWOT analysis on village level institutions.

3. Objectives of the assignment

As such, the project activities not only support biodiversity conservation and ecosystem services but also promote development, income generation and community development. Effective project implementation requires that the project along with other area-based investments by the government, development partners, non-government entities, private sector and community stakeholders work together with adequate capabilities in terms of human, equipment, and institutional capacities. To build the individual and institutional capacity of public-private-community partners, the project will work with institutions and experts on landscape management tools, ecosystem best practices, modelling of ecosystems, quality standards, sustainable financing, technologies etc. The project may also forge the public private partnerships under its Output 3 thus will further enhance the transfer of knowledge and technologies, therefore, to be facilitated by addressing the capacity gaps in the process. These enhanced capacities, among others, are expected to achieve the project goal which is to manage forest

landscapes in Tripura in a sustainable and participative way for improving climate resilience of local populations and ecosystems.

The broader objective of the assignment is to enhance capacities of the project level institutions and village level implementation institutions for smoother functioning and efficient planning, implementation and monitoring of project activities. The services of an external agency will comprise undertaking of a capacity assessment (human, institutional and equipment, etc.) in close collaboration with the executing agency (CREFLAT PMA) and organising of trainings as mentioned in the capacity building plan.

3.1 Specific Objectives:

- Summarize the type of project stakeholders and available skills among the project key personnel, stakeholders/community groups to achieve project outputs.
- Identify challenges that hinder the effective performance of project staff and other identified stakeholders/community groups.
- Identify skills and competencies required and existing gaps for effective performance by the project staff and key stakeholders/community groups/Institutions.
- Identify priority areas for capacity enhancement and potential training options.
- To prepare training designs and associated material (e.g., handouts in English, Bangla and Kokborok as per the requirement), plan, schedule and organize trainings in coordination with the PMA/DPMA.
- To conduct training of trainers for different aspects of the project using the guidelines prepared by PMC (List is Annexed) by engaging the specialized institutions or taking services of PMC consultants / PMA staff.
- To organize all the trainings as mentioned in the capacity building plan through partnership with different training institutions.
- To coordinate/facilitate the exposure visit of project stakeholders at all levels
- To record and maintain database of all the participants attending the training in MIS.
- To record feedback of the participants and identify if there is a need for follow up training.
- To conduct follow up trainings as per need.

CREFLAT has concluded its Inception and Piloting/Planning Phase and will embark on a full implementation phase in 2025. Hence a comprehensive capacity and training needs assessment (in terms of their human, institutional, technological and equipment capacity needs) of the CREFLAT Project and associated TFD, communities and private sector to achieve project goals. It will also analyse the current Capacity Building Design and Plan to be implemented and suggest improvements that can be made for a robust institutional development of project staff and its delivery mechanism apart from linking with the stakeholders that are the key for sustaining project outcomes and impacts. As such early and basic sets of trainings have been done with the staff. However, full implementation phase will demand that ToTs in each aspect of project delivery (Physical, financial, institutional, etc.) are on the spot facilitating a long-term institutional development especially amongst the key target groups thus addressing the crux of sustainability.

Section VII – Terms of Reference

3.2 Target Groups for Capacity Building:

	PMA	DPMA	FIELD	Village Level
Forest Department Staff and any other relevant department as part of convergence	Project Director (PD) Deputy Project Directors (DPD) Additional Project Officer (APO) Office Staff Financial Management Staff GB	District Forest Officers (DFO), Sub-Divisional Forest Officers Wildlife Warden SDFO Accountants DPGB	Range Officers (RO) Beat Officers (BO) Forest Guards (FG)	VDPIC, LRPC, JFMC, BMCs etc.
Contractual Staff	Project Implementation Officer (PIO), Technical Officers (TO-CIM); TO=SSCB; TO-GIS; TO-Livelihoods; TO-Value Chain; Finance/Accountants TO-CB	Technical Officers (TO-Horticulture & Forestry); TO-Biodiversity) Technical Assistants	Technical Assistants (TA)	VCWs
Direct Beneficiaries		TO/TA	TAVCW	VDPIC, M&E Committees, Villagers, Village Committee / Panchayat Members; Women SHG groups, Youth, Individual entrepreneurs, Farmers, Patta Land holders, Jhumias etc.

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Other Stakeholders	Agriculture, Horticulture, Animal Husbandry, TTAADC Rural Development	Agriculture, Horticulture, Animal Husbandry, TTAADC Rural Development	Extension officers of cooperating departments BDO	Common interest Groups, SHGs
Business sector	Companies, NGOs, Tradesmen	FFPC VC TO (Project)	Key Market Actors/Intermediaries	CMC

4. Scope of Work

The Selected Agency/NGO will deliver the institutional development programs funded under CREFLAT. Based on comprehensive and consultative process this assignment will need to assess current Program Quality and Implementation being monitored and evaluated by PMA & PMC. The assignment shall look at all critical areas and functions of the key stakeholders/institutions/groups identified above. The assignment shall be expected to Design, Organize, and Monitor phases of various Training Programs/Modules and provide counselling and other follow-up support to the trainees. The total engagement period will be 24 months (extendable as per requirement) from the date of commencement of services by the selected service provider.

4.1 Methodology

The expert is expected to outline the methodology in the proposal and the detailed work plan. This work will be benefitted and to be synchronized with the stakeholder mapping exercise. There are number of globally acceptable capacity and training needs assessments that could be used. For example, the UNDP capacity assessment approach uses the project outputs and timelines and assess the capacities of different groups or individuals required to achieve the outputs at mid-project and end- project. Then it will align the capacity and training developments covering humans, equipment, and institutions, accordingly. Due to the complex nature of the project, the expert will be supported by the project staff PMA and PMC. The assignment must develop a set of interventions, timelines for achieving the required level of capacity. The overall approach must be based on:

- **Collaborative Design:** Engage stakeholders in co-designing the capacity-building program to ensure relevance and ownership.
- **Hands-On Training:** Use practical, field-based approaches to ensure that participants acquire the skills needed for real-world application.
- **Data-Driven Decision Making:** Incorporate the use of data and technology in all aspects of capacity development, ensuring that institutions are equipped with the tools to make informed decisions. Especially existing project guidelines need to be aligned with.
- **Gender and Social Inclusion:** Ensure that the project integrates gender-sensitive and socially inclusive strategies, empowering marginalized groups such as women, project affected groups and indigenous communities.

This project represents a crucial step toward building resilient forest ecosystems in Tripura. By enhancing institutional capacity, strengthening governance, and empowering local communities, the project will contribute to sustainable forest management practices that can address the challenges posed by climate change and ensure the long-term health of tropical forests and related livelihoods that need to be sustained.

4.2 Tasks to be Performed:

Developing a curriculum for the institutional development of the CREFLAT would focus on enhancing the required skills, knowledge, and capacity of its personnel. The training curriculum has to be tailored to address the ecological, social, and administrative challenges specific to Tripura and the project management needs. The team would be responsible for arranging resource person and maintaining coordination with institute for all capacity building programme as per requirement of the project.

1. **Capacity Building Assessment:** Within CREFLAT

The hired consultant will conduct a detailed assessment of the

- Institutional mechanism to evaluate the organizational structure, policies and guidelines and implementation and monitoring procedures;
- Project Human Resources/staff and associated TFD staff to assess their skill, Knowledge and competencies;
- Training Needs to identify the capacity needs and develop a Capacity building plan or updating of such an existing plan; Capacity gap analysis to identify the gaps in capacity and develop strategies to address them and prepare the design of capacity building that serves to institutional development addressing all the identified stakeholders and their capacity requirements; To make training Calendar till the end of project tenure.

2. **Capacity Building Programme for PMA & DPMA:**

Addressing of key knowledge and skill gaps in forest resilience management, including, biodiversity conservation, sustainable land use practices, livelihoods and forest restoration the resource personnel of TFD in PMA and DPMA along with the hired staff have to be enhanced in their capacities in alignment and relevance with the already prepared project guidelines

➤ **Institutional Strengthening Programme**

- Planning, developing and implementing organisational strategies
- Strengthening governance and multilayered leadership (From Project level to local level)

➤ **Strategic Planning and Policy Formulation**

- Long-term participatory village development/forest management plans
- Aligning with targeted project outcomes and designated indicators and having relevance with e.g., SDGs targets of GoT.

➤ **Leadership and Team Building**

- Communication skills for local community and overall stakeholder outreach
- Conflict management and decision-making skills (in alignment with GRM of CREFLAT)

➤ **Technical and Digital Capacity Building**

- Data Management and Reporting in alignment with M&E Guideline (and Other relevant guidelines) and expectations of MIS
- State of the art Technology Adoption
- E-Governance

3. **Training of trainers for the TOs and TAs:** Since the project has to implement several activities in the field it is essential that the TOs and TAs develop understanding about each component of the project. Further since they will regularly interact with the VDPIC, JFMC, BMC, SHG, members and conduct local trainings it is essential that they develop skills of a good trainer, motivator and manager. It is assumed that the TOs and TAs will further train the Village Community Worker (VCW) in the village on all the components of the project and monitor the progress. They will also hand hold and support the VCW and train him on the job. VCWs will

Section VII – Terms of Reference

then train the VDPIC members, JFMC members, BMC members and SHG members in presence of the concerned TA/TO to ensure that they are delivering the correct message to the village-based institutions.

4. **Training on Participatory Methods and Approaches for community-based planning, implementation and monitoring:** The assignment will consist of conducting of one batch of training for the TOs and TAs and four batches of training for the VCWs on participatory planning methods and approaches so that the staff is well equipped in using participatory methods for implementing and monitoring the project. Some of the topics to be included will be

5. **Training of VDPIC Members and SHGs:**

- Formation and organization of the VDPIC,
- Election of the office bearers
- Roles and responsibilities of the VDPIC members
- Monthly / fortnightly meetings of the VDPIC members, how to set an agenda, how to organize the discussions and sharing of responsibilities of the members. How to write Minutes of meeting and follow up.
- Summarize the type of project stakeholders and available skills among the target groups (VDPIC members and SHG members)
- Identify priority areas in livelihood development for promoting income generating activities
- Record keeping of the VDPIC, different records to be maintained.
- Consensus building on the entry point activities and implementation.
- Planning of works to be conducted as per the VDP. Coordination with the line departments for the works.
- Coordination of plantation works to be done on the Patta land and record keeping.
- Transfer of funds to beneficiaries and record keeping.
- Coordinate/facilitate the management of revolving fund of VDPICs
- Coordinate /facilitate management of seed money for SHGs
- Coordinate/facilitate SHG book keeping
- Develop master trainers within the CREFLAT Project for follow up trainings
- Record feedback of the participants and identify if there is a need for follow up training.
- Facilitate designing of business plan
- Facilitate vocational trainings for the SHG members
- Track the use of the RF and seed money through proper monitoring at VDPIC, block and district level
- **Monitoring and Evaluation (e.g., by VDPICs Sub Committees)**
- Any other related topic to enhance VDPIC capacities.

6. **Training of JFMC Members:**

- Formation and organization of the JFMC
- Election of the office bearers
- Roles and responsibilities of the JFMC members
- Monthly / fortnightly meetings of the VDPIC members, how to set an agenda, how to organize the discussions and sharing of responsibilities of the members. How to write Minutes of meeting and follow up.
- Record keeping of the JFMC meetings, different records to be maintained.
- Monitoring and Evaluation
- Consensus building on the entry point activities and implementation.

7. **Training of BMC Members:**

- Formation and organization of the BMC
- Election of the office bearers
- Roles and responsibilities of the BMC members (including Updating of PBRs)

- Monthly / fortnightly meetings of the BMC members, how to set an agenda, how to organize the discussions and sharing of responsibilities of the members. How to write Minutes of meeting and follow up.
- Monitoring and Evaluation
- Record keeping of the BMC meetings, different records to be maintained.

8. Stakeholder Engagement:

- Propose communication strategy and networking process with key stakeholders of landscape (other government agencies, local governance bodies, NGOs, private sector) to create a shared understanding of project awareness and way forward for a collaborative approach to managing forest resources and improvement of local livelihoods.

9. Monitoring, Evaluation, and Reporting:

- Contribution to refinement of system for tracking progress, evaluating the effectiveness of capacity-building initiatives, and ensuring that outcomes are shared with relevant stakeholders. Finally, M&E data is contributing to measurement of Results Matrix indicators.

10. Policy and Institutional Frameworks:

- Review and propose enhancements to state/national, legal frameworks, and governance structures that impact forest ecosystem management. This will ensure that they are aligned with the principles of resilience and sustainable forest management at Landscape scale.

5. Capacity Building Feedback

Identify priority areas and actions in various sectors for institutional capacity needs, related legal and institutional frameworks. Assess training needs to improve stakeholders' capacity to meet the project objectives and needs and ensure that feedback is conveyed to project management. After each training a feedback form shall be circulated either in paper or digitally to capture feedback of the participants. If the participants cannot fill up in paper, then alternate methods may be used for capturing the feedback.

6. Post Training Follow up and Assessment

The assignment also includes a post training follow up of the project staff and other relevant stakeholders and make an assessment of the learning of the participants.

7. Deliverables and Composition of Team and Number of Resources:

The following are the expected Deliverables:

- **Inception Report:** Detailing project approach, methodology, and work plan.
- **Institutional Assessment Report:** Analysing current institutional capacities in landscape based forest resilience management and finalizing a training calendar.
- **Training Modules and reports:** a set of comprehensive training materials and curricula for capacity development and selective training sessions. Document training activities, participant feedback, and outcomes. Prepare regular training reports according to the training calendar
- **Organisational Development:** organisational assessments and improvement plan
- **Monitoring and evaluation:** Evaluation report and documenting progress and outcomes
- **Policy Recommendations:** A report on proposed policy reforms and institutional arrangements for forest ecosystem management and sustainable livelihoods at landscape scale.
- **Final Report:** A comprehensive report summarizing the project's results, lessons learned, and recommendations for future interventions.

7.1 Payment and other deliverables

Payments will be made on monthly basis based on Time-based contract. This includes monthly input of the experts and other expenses.

Section VII – Terms of Reference

The overall duration of the assignment covered by this TOR is 2 years from the date of contract signature and situation basis. Based on mutual understanding, requirement and performance of agency the contract can be further extended as per need. . The deliverables are described in the below table. (See KfW Procurement Guidelines - time-based contract will be applicable.).

Deliverables:

Sl.No	Deliverables	Timeline (From the signing the contract)
1	Inception report	1 Month
2	Institutional Assessment Report with finalising of training calendar	2 months
3	Training Modules and reports	4 Months
4	Regular training report as per training calendar	Regular
5	Matrix of project activities vs capacity needs and training needs of stakeholders in the form of a report including summary of discussion and presentation	5 Months
6	Capacity building Programme	5 months
7	Organisational and Policy recommendation report	20 months
8	Final Report	24 Months

7.2 Expert Team

The persons who are deployed as coordinators / trainers / experts should have the requisite exposure to the process / field / domain / activity to meet the outcomes stated above. They should also possess the knowledge, skills and attitude needed to be a good trainer in their domain. The educational qualification and experience levels of the trainer/institution has to be tested and verified by during the assignment and validated by the project or TFD/representative. The experts will be based full time in the Project Management Authority office in Agartala. These experts have to make frequent field visits .

The agency to make certain that expert shall work with Laptop, software and other hardware required for performance of task from the very day of joining the project from their own source.

The fees/ remuneration of the Experts shall be paid on regular basis within 30 Days of end of the month. All the consultant are also responsible for regular inputs in office.

Holidays of GoT only be allowed to the experts, no other paid holidays will be allowed.

Qualification and Experience of the Experts:

Sl. No	Team Composition	Preferred Qualification Requirements	Preferred Experience Requirement	Expected Deliverables Reporting requirements	Man Months
1.	Team Leader & NRM specialist	At least M.Sc. in Forestry / Env. Science/ Agriculture/ Horticulture/ MA or MSc Social work/ Social Science/ Rural Development/ Rural Management or MBA, Human Resources	10 years inline experience in Team Management, participatory planning projects with 3 years training experience	Overall project planning and resource allocation, ensuring on time and high-quality training delivery, furnishing reports and feedback as per the ToR. Day-to-day management of logistics and operational activities for smooth running of the project. Trainer for Specific area of training – Responsible for NRM related training - PNRM	18
2	Institutional Development Expert	At least M.Sc in Forestry / Env. Science/ Agriculture/ Horticulture/ MA or MSc Social work/ Social Science/ Rural Development/ Rural Management or MBA, Human Resources	7 years professional experience with 5 years' experience in rural capacity building, participatory planning. Experience in NRM projects is an advantage	Experience of working with institutions and building capacities at different levels. Focus on working with village level institutions like VDPICs, JFMC, BMCs, Panchayats, SHGs, JLG, etc. Trainer for Specific area of training – Responsible for Institutional development NRM related training - PNRM	18
3	Participatory Approaches Expert	Bachelor's Degree / Diploma in Behavioural Science or Social Science	5 years' experience in participatory approaches and its trainings. Experience in NRM projects is desirable.	Preparing Lesson and Demonstration Plan, conducting classes (both Theory and Practical), and assessing trainees are the primary responsibilities in all batches to enable the candidates to improve their earnings prospects. Trainer for Specific area of training – Responsible for Participatory	18

Section VII – Terms of Reference

9. Reporting

The hired agency will submit a assignment report along with the attendance sheet and update the details of training on the MIS so that the project knows that each participant is trained on multiple topics. The list of participants or attendance sheet has to be certified by DPMA, Range office. The final report on Institutional Development may also propose future Capacity Needs and Trainings including gaps, constraints, innovations and comments from the stakeholders. The Expert will be reporting to the Project Director for Service Delivery. Overall type of reports to be submitted are:

- **Regular Updates:** Monthly progress reports will be submitted to the PMA, with key updates on capacity development activities, stakeholder engagement, and challenges faced. The agency shall submit monthly report mainly specifying - the task in hand in current month - task completed in previous months - task planned for next month - quarterly plan – half yearly plan - annual plan and project period detailed all synched together. Needs to suggest also mitigation/solution for/of challenges noticed.
- **Final Report:** A comprehensive final report will be submitted at the end of the project, detailing all activities, outcomes, and recommendations.

10. Guidelines and relevant documents to be consulted for performing the services effectively.

List of Guidelines prepared/approved and work in progress as guiding material

- Procurement Guidelines – October 2022
- Operational Guidelines for Entry Point Activities – September 2022.
- Village Development Planning & Implementation Committee Guidelines or VDPIC Guidelines – January 2023.
- CEPF/ESMF Guidelines – February 2023.
- VDP Guidelines – June 2023.
- Plantation Models & Cost Norms – September 2023
- Guidelines for Landscape Based Selection of Villages – July 2023.
- Soil & Water Conservation Guidelines – July 2023
- Revolving Fund Guidelines – September 2024.
- Financial Management Guidelines – July 2024.
- Guidelines for Capacity Building through Exposure Visits – September 2024
- Value Chain Study Report – September/October 2024.
- SHGs Guidelines – November 2024 (revised draft as per MoM dt 4th July 2024; the draft guidelines under review by PMA)
- M&E Guidelines – October 2024 (under review by PMA).
- **To be done/in progress (as part of PMC's Work Plan for Jan to March 2025):** PIM, Updated Gender Action Plan or GAP (already part of VDP guidelines which is being revised) & Stakeholder Engagement Plan.
- **Any other documents which are required for the assignments.**

PART 3 – CONTRACT FORM

Section VIII. Contract for Consulting Services

Between the Employer and successful Consultant, a Contract will be signed as per the attached Model Contract for Consulting Services.

Terms and Conditions Applicable to the Template Contract for Consulting Services

1. Terms and Conditions

1. *Conclusion of a contract.* By using this Model Contract (or sections thereof), every User of the Model Contract (hereinafter "User") acknowledges the following Terms and Conditions. These Terms and Conditions are agreed between each User and KfW without requiring that KfW receives the User's acceptance of the Terms and Conditions associated with the use of the Model Contract.

2. *Liability of KfW.* KfW assumes no liability for damages arising from or in connection with the use of the Model Contract, except for intent, gross negligence and injury to life, body or health.

3. *Limitation of the responsibilities of KfW.* KfW has prepared the Model Contract as an example of a contract for consulting services, for which KfW grants its consent in principle. However, KfW assumes in particular no obligation for the review of:

- the legal and factual accuracy of the Model Contract by obtaining internal or external legal advice,
- the factual accuracy of the circumstances underlying the Model Contract,
- the suitability of the Model Contract for the purposes of the User,
- the balance of the Model Contract versus the individual interests of the specific User,
- the contractual drafts prepared using the Model Contract that are submitted to KfW, e.g., for consent, and
- the need to update the Model Contract in the event of changes in legislation.

4. *Obligations of the User.* Every User shall:

- use the Model Contract only after performing a thorough individual review and making the necessary modifications for the specific circumstances.
- engage legal counsel to review the contractual draft based on the Model Contract prior to the conclusion of a contract, in order to investigate the enforceability and effectiveness of the contract under the applicable legislation.

II. Notes for the User

KfW explicitly refers every User of the Model Contract to the following:

- The Model Contract was not developed based on any specific legal jurisdiction; instead, the choice of governing law is left to the contracting parties. KfW has not investigated whether modifications of the Model Contract are necessary so that it can be used under the respective potential jurisdictions.
- The Model Contract must be adapted to the individual needs of the specific User and should only be signed after the User has reviewed whether the specific contractual provisions are suitable for his individual purposes.

III. Structure of the Model Contract



Section VIII. Contract for Consulting Services

Section 1: General Conditions – these include the general underlying contractual provisions. Changes in this section usually have a significant impact on the contract and require the prior consent of KfW.

Section 2: Special Conditions – these include the specific details of each individual case. Any modifications or deviations based on the specifics of the project or due to contractual negotiations can be included here.

Section 3: Annexes – depending on the contents, these are either project specific (e.g., TOR, Time Schedule) or generally defined (e.g., Declaration of Undertaking).



CONSULTING CONTRACT

dated

[•]

between

[•]

– hereinafter referred to as the **"Employer"** –

[only in case KfW is acting as an agent of the Employer: represented by

KfW

Palmengartenstraße 5 – 9

60325 Frankfurt am Main

Germany

– hereinafter referred to as **"KfW"** –]

and

[•]

– hereinafter referred to as the **"Consultant"** –

Relating to project **"[•]"**



Section VIII. Contract for Consulting Services

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Section VIII. Contract for Consulting Services

Preamble

The Employer requests consulting services to be rendered for the Project (as defined below) as designated in the Special Conditions (as defined below). The Consultant has submitted a technical and a financial bid for the Services (as defined below) which have been accepted by the Employer. Therefore, the Parties agree as follows:

General Conditions

1 General Provisions

1.1 DEFINITIONS

Words and expressions used in this Consulting Contract (as defined below) shall have the following meaning, unless the context requires otherwise.

"Agreed Remuneration" means the remuneration agreed pursuant to Paragraph 5 [Remuneration].

"Commencement Date" has the meaning given to such term in the Special Conditions.

"Completion Period" means the period for the completion of the Services as set out in the Special Conditions.

"Consulting Contract" means this contract for consulting services, including its Preamble and its Annexes^{8,9}.

"Contract Value" has the meaning given to such term in the Special Conditions.

"Country" has the meaning given to such term in the Special Conditions.

"Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances. It includes, but is not limited to, war, invasion, rebellion, terrorism, riots, civil disorder, natural catastrophe (e.g. earthquake, fire, explosion, hurricane, typhoon, volcanic activity), strikes, lockouts or other industrial action, confiscation or any other action by government agencies. It includes, but is not limited to, circumstances such as crises, war or terror that lead to the Foreign Office of the Federal Republic of Germany calling upon German citizens to leave the country or the Project region in response to which the Consultant withdraws all its staff. Force Majeure shall not include (i) any event which is caused by the negligence or wilful action of a Party or such Party's experts, sub-contractors or their respective directors, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Consulting Contract and avoid or overcome in the carrying out of its obligations hereunder. Furthermore, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

"Foreign Currency" means any currency other than the Local Currency.

⁸If one or several of the Annexes should not be necessary in the actual Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words "not applicable" in the relevant Annexes.

⁹In case there are Minutes of Negotiations pursuant to the Special Conditions between the Parties these Minutes of Negotiations could be attached as an Annex. But in the interests of clear contractual stipulations, instead of including copious minutes of negotiations it is preferable to incorporate the agreed changes directly into the Special Conditions.

Section VIII. Contract for Consulting Services

"Foreign Staff" means the staff who do not hold the citizenship of the Country.

"Funding Agreement" means the *[loan agreement / financing agreement]* entered into between KfW and *[the Employer]* to wholly or partly finances the Services.

"Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where the members of the JV shall be jointly and severally liable to the Employer for the performance of the Contract and one member has the authority to conduct all business for and on behalf of any and all the members of the JV. The terms Joint Venture and Consortium can be used interchangeably.

"Local Currency" has the meaning given to such term in the Special Conditions.

"Other Costs" means the additional costs of the Consultant to the extent agreed in the Special Conditions.

"Parties" means the Employer and the Consultant.

"Project" means the project specified in the Special Conditions.

"Services" means the contractual services described in **Annex 3** *[Terms of Reference plus Tender Documents]*, **Annex 9** *[The Consultant's Bid]* and Paragraph 3.1 *[Scope of Services]*, including without limitation any optional services (if any) as well as the standard and special services defined in Paragraph 3.2 *[Standard and Special Services]*.

"Special Conditions" means the terms and conditions set out under the header "Part II: Special Conditions" of this Consulting Contract.

"Standards" means the metric system and German DIN or European EN standards, or internationally recognised standards that are at least equivalent to those published by ISO or IEC.

"Written" or "in writing" means written by hand or typed by machine, and produced in a printed or electronic form, the result being a non-editable permanent record.



Section VIII. Contract for Consulting Services

1.2

INTERPRETATION

Unless a contrary indication appears, in this Consulting Contract:

- 1.2.1 Section, clause, annex and schedule headings are for ease of reference only.
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 References to a "Party" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Consulting Contract.
- 1.2.4 References to a "director" include any statutory legal representative(s) of a person pursuant to the laws of its jurisdiction of incorporation.
- 1.2.5 References to this "Consulting Contract" or any other agreement or instrument are references to this Consulting Contract or other agreement or instrument as amended, novated, supplemented, extended or restated.
- 1.2.6 References to a "person" shall include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality).
- 1.2.7 References to euro, EUR or € are references to the lawful currency of the participating states of the European Monetary Union. References to US dollars, USD or US\$ are references to the legal currency of the United States of America.

1.3

RANKING AND ORDER

- 1.3.1 In the event of a conflict between the Special Conditions and the General Conditions or any annex or schedule thereto, the provisions of the Special Conditions shall prevail.
- 1.3.2 In the event of a conflict between General Conditions and any annex or schedule thereto, the provisions set out in the respective annex or schedule shall prevail.
- 1.3.3 In the event of a conflict between the annexes, the provisions set out in the respective preceding annexes shall prevail over the provisions set out in the respective subsequent annexes.

1.4

COMMUNICATION AND LANGUAGE

Any communication to be made under or in connection with this Consulting Contract shall (i) be made in writing and, unless otherwise stated, may be made by fax or letter, and in the language specified in the Special Conditions and (ii) to the extent not otherwise stipulated in the Special Conditions, take effect upon receipt at the addresses specified in the Special Conditions and if by way of fax, when received in legible form.

1.5

GOVERNING LAW

This Consulting Contract is governed by the laws specified in the Special Conditions.

1.6

ENTRY INTO FORCE AND EFFECT

This Consulting Contract enters into force and effect immediately upon (i) execution hereof by both Parties, and (ii) receipt by the Employer of KfW's written confirmation that all conditions precedent to the first disbursement under the Funding Agreement have been satisfied in form and substance satisfactory to KfW. The Employer has to inform the Consultant about KfW's written confirmation immediately.

1.7

MEASUREMENTS AND STANDARDS

Any drawings, plans and calculations shall be based on the Standards; moreover, the Standards shall be applied to all Services.



Section VIII. Contract for Consulting Services

1.8

ASSIGNMENT AND SUB- CONTRACTING

- 1.8.1 The Consultant may not assign or transfer any of its rights or obligations under this Consulting Contract without the prior written consent of the Employer, which, in turn, shall not be provided without the prior written consent of KfW.
- 1.8.2 The Consultant may conclude or terminate sub-contracts for the performance of any part of the Services only upon prior written consent of the Employer, which, in turn, shall not be provided without the prior written consent of KfW. None of the Consultant's obligations under this Consulting Contract shall be limited, cancelled or in any other way affected by any sub-contracting of Services.
- 1.8.3 The Consultant shall, and shall contractually oblige each subcontractor (if any), develop and implement measures for the safety of the personnel deployed, adapted to the current security situation. The Consultant undertakes to contractually oblige each subcontractor (if any) contractually to pass on a corresponding obligation to any other subcontractors (if any).

1.9

COPYRIGHT RIGHTS OF USE

AND

To the extent not otherwise stated in the Special Conditions, the Consultant shall transfer to the Employer all rights to the Services performed under this Consulting Contract on the date any such rights arise, and in any event at the latest on the date they are acquired by the Consultant. Insofar as a transfer of such rights is not possible, the Consultant shall irrevocably grant the Employer an unrestricted, transferrable, licensable and exclusive right of use and exploitation that is unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that no third-party rights exist or will be exercised that would preclude the aforementioned transfer of rights or their exercise.

1.10

OWNERSHIP DOCUMENTS EQUIPMENT

**OF
AND**

- 1.10.1 All studies, reports, data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant by the Employer in relation to the performance of the Services, as well as software (including the respective source codes) produced or adapted to facilitate the performance of the Services, shall remain the property of the Employer. The Consultant shall not be entitled to exercise any right of retention or similar rights with respect to these materials.
- 1.10.2 The Consultant shall return any equipment made available by the Employer to the Consultant to facilitate the performance of the Services, including any vehicles purchased for the performance of the Services and paid for fully by the Employer, to the Employer promptly after completion of the Services. The Consultant shall handle and maintain any such equipment with due care.

1.11

CONFIDENTIALITY AND PUBLICATION

- 1.11.1 The Consultant shall, and shall ensure that its employees, agents and representatives will keep confidential all documents made available to the Consultant by the Employer and/or KfW, as well as all information exchanged and knowledge acquired concerning this Consulting Contract and its implementation, even if such documents, information or knowledge have not been expressly designated as confidential. This obligation of confidentiality upon the Consultant and its employees shall remain effective for a

Section VIII. Contract for Consulting Services

period of 24 months after completion or termination (whichever occurs earlier) of the Consulting Contract.

1.11.2 The obligation of confidentiality set out in this Clause 1.11 shall not apply to information:

- (a) which is or becomes public information other than as a direct or indirect result of any breach of this Consulting Contract;
- (b) which is known by the receiving Party before the date the information is disclosed to the receiving Party in accordance with paragraph (a) above or is lawfully obtained by the receiving Party after that date from a source which is unconnected with the Employer and KfW and which has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.
- (c) the disclosure of which is:
 - i. requested or required by any court of competent jurisdiction or any competent judicial, governmental, banking, taxation, supervisory or other regulatory authority or similar body or necessary to assert or defend claims or other legal rights in court or administrative proceedings;
 - ii. required pursuant to any applicable law or regulation; or
 - iii. made with the prior written consent of the Party providing the information.

1.11.3 Notwithstanding the foregoing each Party is entitled to disclose any information in connection with this Consulting Contract to KfW.

1.12 CONDUCT

During the term of this Consulting Contract, the Consultant shall not, and shall ensure that its Foreign Staff will not, interfere with the political or religious affairs of the Country.

1.13 SANCTIONABLE PRACTICE

1.13.1 The Consultant shall, and shall ensure that its representatives, agents and employees will:

- a) comply with all applicable laws, rules, regulations and provisions of the relevant legal systems relating to the performance of any obligations under this Consulting Contract or if failure to comply would impair the Consultant's ability to perform its obligations hereunder,
- b) not engage at any time in any Sanctionable Practice; and
- c) not enter into or continue any business relationship with specially designated nationals, blocked persons or entities maintained on any Sanctions List and not engage in any other activity that would constitute a breach of Sanctions.

For the purposes of this provision, the following capitalized terms shall have meaning as defined below:

Coercive Practice

The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a



Section VIII. Contract for Consulting Services

	view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
Sanctionable Practice	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Funding Agreement.
Sanctions	The economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body.
Sanctioning Body	Any of the United Nations Security Council, the European Union and the Federal Republic of Germany.
Sanctions List	Any list of specially designated persons, groups or entities which are subject to Sanctions, as issued by any Sanctioning Body.

1.13.2 The Consultant will inform its employees, agents, representatives and subcontractors (if any) engaged under this Consulting Contract of their respective obligations.

1.13.3 The Consultant shall itself and contractually oblige its employees, agents, representatives and subcontractors (if any) to comply in all respects with (i) the Declaration of Undertaking described in

Section VIII. Contract for Consulting Services

Annex 1 [Declaration of Undertaking] and (ii) the laws of the Country.

- 1.13.4 The Consultant shall, in connection with his/her activities in respect of the Services and/or the Project, treat the persons involved in the Services and/or the Project and any other persons involved at any time respectfully and with high ethical standards (requirement of respectful treatment). The Consultant shall not treat any persons involved in the Services and/or the Project or any other persons differently without a justified reasonable cause (prohibition of discrimination). The Consultant shall not use his position in connection with the Services and/or the Project for abusing of his/her competences and powers (prohibition of abuse). This includes in particular, but is not limited to, the abuse of a position of power for demanding and receiving sexual acts or harassment. The provisions on Sanctionable Practices shall remain unaffected.

1.14 SOCIAL ENVIRONMENTAL RESPONSIBILITY

AND

The Consultant shall, and shall ensure that its representatives, agents and employees will, ensure compliance with the Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) as outlined in KfW's Sustainability Guideline (October 01, 2019 as amended from time to time) and, consequently:

where relevant, implement any environmental and social and health and safety risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the Employer and/or KfW. The Consultant will report on the status of implementation of ESHS measures and plan items as contractually agreed.

1.15 REIMBURSEMENTS

Unless otherwise set out in the Special Conditions, the Consultant shall make all reimbursements, insurance payments, guarantee payments or similar payments:

- (a) if in Foreign Currency, for the account of the Employer to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00; and
- (b) if in Local Currency, to the special account of the Employer specified in the Special Conditions.



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**1.16
SEVERABILITY
WRITTEN FORM**

AND

- 1.16.1 If any provision of this Consulting Contract is or becomes invalid, void or ineffective or if this Consulting Contract contains unintentional gaps, this will not affect the validity or effectiveness of the remaining provisions of this Consulting Contract and this Consulting Contract will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue and prove the Parties' intent to uphold this Consulting Contract even without the void, invalid or ineffective provisions.
- 1.16.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision which comes as close as possible to the purpose and intent of the invalid provision in legal or economic terms and any unintentional gap shall be deemed to be filled with a provision which best suits the purpose and intent of this Consulting Contract.
- 1.16.3 Any supplements and amendments to this Consulting Contract – including to this Article 1.15.3 – must be made in writing. Any waiver by the Parties of this writing requirement must also be in writing.

**1.17
ROLE OF KfW**

For the avoidance of doubt, notwithstanding any consent, no-objection and/or other rights which may be conferred to KfW pursuant to this Consulting Contract, KfW shall not and shall not be deemed to be a Party to this Consulting Contract and shall have no obligations hereunder.



2 The Employer

**2.1
INFORMATION**

During the term of this Consulting Contract, the Employer, shall, within a reasonable period of time and at its own cost and expense, provide the Consultant with all data, documentation and information required or expedient for the performance of the Services that are available to it. This shall also include all Services- and Project-related provisions of any separate agreements relating to the Funding Agreement or to any other loan or grant made in respect of the Project, and, to the extent that KfW's consent is required by this Consulting Contract and has been granted by KfW, the documents evidencing such consent.

**2.2
DECISIONS AND
COOPERATION**

Where the Employer is vested with any discretion or decision right under this Consulting Contract, it shall, provided that the Consultant has supplied the Employer with all the information reasonably required by the Employer including, but not limited to, drawings, studies and details of any replacement staff, exercise such discretion or (as applicable) take its decision pursuant to this Consulting Contract as soon as possible following the Consultant's written request and, in any event, no later than the end of the expiry period specified in the Special Conditions.

**2.3
SUPPORT**

2.3.1 The Employer will support, to the extent reasonably possible, the Consultant in discharging its obligations pursuant to this Consulting Contract. The Employer shall make available to the Consultant as soon as reasonably practicable and in full all the services necessary for the performance of its tasks as detailed in Annex 3 [*Terms of Reference plus Tender Documents*].

2.3.2 In addition, the Employer shall support the Consultant, the Consultant's employees and directors and, where applicable, their [immediate] relatives in:

- (a) obtaining as soon as reasonably practicable any documents necessary for entering, residing in, working in and leaving the Country (visa, work permit etc.);
- (b) granting and/or obtaining unrestricted access to the Project where necessary for the performance of the Services;
- (c) the import, export and customs clearance of personal items and of goods and commodities required for the performance of the Services;
- (d) securing return transport in cases of emergency;
- (e) obtaining permission to import Foreign Currency that is required by the Consultant for the performance of the Services and for personal use by its Foreign Staff;
- (f) obtaining permission to export the money paid by the Employer to the Consultant under this Consulting Contract; and
- (g) providing access to other organisation's for the purpose of obtaining information to be procured by the Consultant in relation to the performance of its obligations hereunder or any of the matters set out under any of the foregoing sub-paragraphs (a) through (f) above.

**2.4
TAXES**

2.4.1 The Consultant is responsible for meeting any and all tax liabilities in the Employer's country arising out of the Consulting Contract, unless it is stated otherwise in the Special Conditions. Tax liabilities of the Consultant outside the Employer's country

Section VIII. Contract for Consulting Services

is considered to be included in the Remuneration and may not be charged separately.

- 2.4.2 If, after the date of signing of this Consulting Contract by the Parties, there is any change in the applicable law in the Employer's country with respect to taxes and/or duties which increases or (as the case may be) decreases the cost incurred by the Consultant in performing the Services, then the Remuneration and other expenses otherwise payable to the Consultant under this Consulting Contract shall be increased or (as the case may be) decreased accordingly by agreement to be concluded between the Parties hereto.

2.5 SERVICES AND FURNISHINGS

The Employer shall make available to the Consultant, at the Employer's cost and expense, such technical and other equipment and offices as described in Annex 6 [*Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer*] for the purpose of performing the Services.

2.6 CONTACT PERSONS OF THE EMPLOYER

The Employer shall appoint two natural persons to act as the Employer's contact person and deputy to the Consultant in relation to this Consulting Contract, and the Employer further undertakes to appoint a substitute contact person without undue delay should either of the two individuals appointed (or the respective substitutes) no longer be available. The contact persons shall be set out in the Special Conditions.



3 The Consultant

**3.1
SCOPE OF SERVICES**

- 3.1.1 The Consultant shall deliver the Services in full and on time.
- 3.1.2 The Consultant shall cooperate in good faith with any third parties commissioned by the Employer pursuant to Paragraph 2.5 [Services and Furnishings]. The Employer shall not be liable for any costs, losses or liabilities caused by any of these third parties or their performance, except in the case of willful misconduct, gross negligence, death or bodily injury. In addition, the Consultant must, to the extent possible, comprehensively coordinate the services rendered by such third parties with the Services.

**3.2
REPORTING AND
INFORMATION**

- 3.2.1 The Consultant shall report to the Employer and KfW on the progress of the Services in accordance with the Special Conditions and/or the Terms of Reference as applicable. The Consultant shall inform the Employer and KfW promptly of all extraordinary circumstances (including, without limitation, any compliance-relevant circumstances or substantial suspicions) that arise during the performance of the Services and of all matters requiring KfW's approval.
- 3.2.2 The Consultant shall, at its own cost and expense, promptly deliver all records, documents and information requested by the Employer and/or KfW in connection with this Consulting Contract. This obligation shall survive the termination of the Consulting Contract for a period of 24 months.

**3.3
STAFFING**

- 3.3.1 The Consultant shall employ the staff specified in Annex 5 [Staffing Schedule] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of the Employer and KfW.
- 3.3.2 Upon the Employer's request, the Consultant shall terminate the contract of, or release or replace, any staff member who fails to meet the requirements set out in this Consulting Contract or violates Paragraph 1.12 [Conduct]. Any such request of the Employer must be submitted in writing to the Consultant and must state the reasons for the requested termination, release or replacement.
- 3.3.3 If any staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual with at least equivalent qualifications and experience, if not more.
- 3.3.4 If the Consultant terminates the contract of, or releases or replaces, any staff during the term of this Consulting Contract, any costs thus accrued shall be borne by the Consultant.

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3.4 CONTACT PERSON OF THE CONSULTANT

- 3.4.1 The Consultant shall appoint a natural person as its contact person for the Employer in relation to this Consulting Contract, and the Consultant further undertakes to appoint a substitute contact person without undue delay should the individual appointed (or its substitute) no longer be available.
- 3.4.2 Moreover, the Consultant shall specify and provide contact details to the Employer and KfW for an individual, as well as a deputy, at the Consultant's place of business who can be reached at any time in cases of emergency or crisis. The Consultant shall notify the Employer and KfW without delay of any change of any such elected person or its contact details.



4 Commencement, Completion, Amendment and Termination of the Services

**4.1
COMMENCEMENT AND
COMPLETION**

- 4.1.1 The Consultant shall begin performing the Services on the Commencement Date. The Consultant shall deliver the Services in accordance with the time schedule set out in Annex 7 [*Time Schedule for the Performance of the Services*], and shall complete the Services within the Completion Period (for the avoidance of doubt, subject to any adaptations (if any) in accordance with paragraph 4.1.3 below).
- 4.1.2 In the case of optional services (if any), the Consultant shall commence delivery of such optional services not earlier than upon receipt of notification from the Employer, subject to the Employer having received KfW's prior written consent.
- 4.1.3 Any change to the time schedule in Annex 7 [*Time Schedule for the Performance of the Services*] due to a reasonable request by either party shall be mutually agreed upon in writing.

**4.2
PENALTIES FOR DELAY
AND DISSATISFACTORY
SERVICES**

- 4.2.1 If the Consultant culpably fails to perform any of the Services within the respective time agreed for such Services, the Consultant shall, except to the extent that the Special Conditions include a stipulation to the contrary, be obliged to pay to the Employer a penalty in an amount of 0.5% of the contract value for every week of delay, subject to an overall cap of 8% of the contract value. Any claims which the Employer may have as a consequence of such delay (if any) shall be deemed to be settled by such payment. The foregoing shall be without prejudice to the Employer's right of termination pursuant to Paragraph 4.6.2 [*Suspension and Termination*].
- 4.2.2 In the case the Consultant has not provided the Services in accordance with the provisions set out in this Consulting Contract to the satisfaction of the Employer and if this has (i) been notified by the Employer to the Consultant and (ii) not been remedied by the Consultant within 21 days upon receipt of such notification, and provided that the Employer has requested payment of a penalty in accordance with Paragraph 4.2.1 [*Penalties for Delay and Dissatisfactory Services*] above, the Employer and KfW shall be entitled to prohibit the Consultant from mentioning this Project as a reference for future project tenders.

**4.3
FORCE MAJEURE**

- 4.3.1 In the event of a Force Majeure, the contractual obligations, to the extent affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one Party receives notification of the Force Majeure event from the other Party within two weeks after its occurrence. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded, provided that this shall not apply to any damages which the Consultant could have, but has willfully or negligently not, mitigated in light of the circumstances at that time.
- 4.3.2 In the event of a Force Majeure, the Consultant shall be entitled to an extension of the Completion Period equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event continues for more than 180 days, either Party to this Consulting Contract shall be entitled to terminate the Consulting Contract.
- 4.3.3 In the case of a suspension or termination of the Consulting Contract due to Force Majeure, the Consultant shall be entitled to claim from the Employer payment of:

Section VIII. Contract for Consulting Services

4.4 SUSPENSION OR TERMINATION

- (a) a proportionate amount of the Agreed Remuneration for the Services performed up to the occurrence of the Force Majeure; and
 - (b) all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services,

in each case in accordance with the principles agreed in Paragraph 5 [Remuneration] and the Special Conditions as well as the principles set out in Paragraph 4.6.4 [Suspension or Termination].
- 4.3.4 The Consultant must, however, mitigate its loss and deduct any proceeds of such mitigation, which shall include:
 - (a) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project; and
 - (b) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's willful misconduct or negligence.
- 4.3.5 The Consultant shall not have any further payment claims as a consequence of the Force Majeure Event.
- 4.4.1 The Employer may, with the prior written consent of KfW, fully or partially request suspension of the Services or terminate this Consulting Contract, in each case by serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and any expenditures minimised. The Consultant shall hand over all reports, drafts and documents to be prepared by the date in question to the Employer. If the suspension continues for more than 180 days, the Consultant may terminate the Consulting Contract. In the case of such termination Paragraph 4.5 [Force majeure] shall apply mutatis mutandis.
- 4.4.2 If the Consultant fails to meet any of its contractual obligations within the agreed time for such obligations, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a reasonable time frame as determined by the Employer which shall be, however, not less than 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Consulting Contract by written notice.
- 4.4.3 The Consultant may terminate this Consulting Contract if any amounts due and payable to it under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt by the Employer of the corresponding invoice, provided that (i) the Consultant has delivered to the Employer a written reminder within 30 days after the initial 60 days deadline has passed and (ii) the Employer has not paid the due amounts within a further grace period of 30 days upon receipt by it of such reminder. Without prejudice to the right to terminate due to Employer's nonpayment the Consultant may suspend the performance of this Contract if and for so long as any amounts due and payable under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt of the

Section VIII. Contract for Consulting Services

Consultant's corresponding invoice by the Employer, provided that the Consultant has submitted a written reminder notice to the Employer after the initial 60 days deadline has passed and the Employer does not pay the due amounts within a further period of 21 days after the reminder notice.

4.4.4 In the case of a termination or suspension of the Consulting Contract, the Consultant shall be entitled to demand payment of:

(a) the due but unpaid proportion of the Agreed Remuneration for the Services performed until the date of termination or suspension; and

(b) if the termination or suspension of the Consulting Contract is not caused by a default by the Consultant, all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services, provided, however, that the Consultant must mitigate its loss and deduct any proceeds of such mitigation, which shall include:

(i) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project; and

(ii) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's willful misconduct or negligence.

4.4.5 If the termination or suspension of the Contract has been caused due to a default of the Consultant, the Employer shall be entitled to demand compensation for any direct damages caused by the default.

4.5 BREACH OF PARAGRAPH 1.13

4.5.1 If the Consultant has breached Paragraph 1.13 [*Sanctionable Practice*], the Employer may, notwithstanding any sanctions which may be applicable according to the law of the Country or any other legal system, terminate this Consulting Contract in writing with immediate effect.

4.5.2 The Employer may also terminate this Consulting Contract in writing with immediate effect if the Declaration of Undertaking submitted by the Consultant [in accordance with Paragraph 1.13.3] is untrue or inaccurate in any respect or if the any obligations thereunder have been breached.

4.6 RIGHTS AND OBLIGATIONS OF THE PARTIES IN CASE OF TERMINATION

For the avoidance of doubt, a termination of this Consulting Contract shall not prejudice or affect any rights, claims or obligations of any Party which have arisen before the termination takes effect. Notwithstanding the foregoing, in the case of a termination pursuant to Paragraph 4.7 [*Breach of Paragraph 1.13*] the Employer shall be entitled, in cooperation with KfW, to request the repayment of any remuneration (in total or in part considering the circumstances of the violations) which has been paid to the Consultant pursuant to this Contract. The burden of proof that a case of termination is given lies with the Employer.

Section VIII. Contract for Consulting Services

5 Remuneration

5.1 FORMS OF REMUNERATION

In consideration for the performance of the Services, the Employer shall pay to the Consultant the remuneration as agreed in the Special Conditions subject to the conditions listed therein and the conditions set out below, and subject further to Annex 8 [*Cost Calculation and Invoicing Table*], the type of Services is

- (a) time-based services.

5.2 GENERAL PAYMENT TERMS

To the extent not otherwise agreed in the Special Conditions, the Employer shall pay the Consultant's remuneration as follows:

- (a) An advance payment as set forth in the Special Conditions, but not exceeding 20% of the Contract Value shall be due within 30 days following the date of this Consulting Contract upon presentation of an invoice and against presentation of an advance payment guarantee if required in accordance with the Special Conditions.
- (b) Installments shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The first invoice following the advance payment shall not be issued before the expiry of three months following the Commencement Date
- (c) The final payment shall be made after the Services have been performed in full and written confirmation has been provided by the Employer to the Consultant and prior written non-objection has been obtained from KfW.

5.3 PAYMENT CONDITIONS

- (a) In case of a lump sum remuneration, payments to the Consultant shall be made in a pre-determined number of instalments as further specified in the Special Conditions. In case the instalments are to be made dependent on milestones, these will be clearly stipulated in the Special Conditions.
- (b) In case of a time-based remuneration, payments to the Consultant shall be made based on the unit prices set forth in Annex 8 [*Cost Calculation and Invoicing Table*] as further specified in the Special Conditions. Each invoice shall be accompanied by a list of expenditures based on Annex 8 [*Cost Calculation and Invoicing Table*].
- (c) Other Costs, if any, shall be invoiced together with the agreed instalments. Unless the remuneration for Other Costs is included in the lump sum instalments, the invoices must be accompanied by a list of expenditures based on Annex 8 [*Other Cost Calculation and Invoicing Table*].

The original documentation evidencing the Other Costs shall be sent to the Employer, unless this Consulting Contract has been entered into pursuant to an agency contract in which case the original documentation shall remain with the Consultant and be delivered to the Employer or (as the case may be) KfW promptly upon request of the Employer.

**5.4
LIMITATIONS**

- (a) The remuneration of the Consultant (including, for the avoidance of doubt, Other Costs, if any) shall not exceed the Contract Value set forth in the Special Conditions.

**5.5
INVOICING**

- (a) Payments are made against invoices. The original invoices shall specify (i) the period for which the underlying Services have been performed and (ii) correct banking details and shall be addressed to the Employer.

In the case of conclusion of this Consulting Contract pursuant to an agency contract: the Consultant's invoices (other than the final invoice) shall be addressed to the Employer "c/o KfW". Except for the final invoice, the Consultant shall send each original invoice to KfW and a copy of each invoice to the Employer directly. The original final invoice is to be addressed to the Employer and KfW will receive a copy.

- (b) With each invoice the Consultant implicitly declares that the performance and/or costs invoiced have actually incurred and that the lists accompanying the respective invoices are true and complete.

**5.6
PAYMENT DEADLINE**

- (a) Other than in the case of an advance payment or unless otherwise stated in the Special Conditions, payment shall be made within 60 days of presentation of a verifiable invoice by the Consultant to the Employer.

- (b) If the Employer does not make the payment within the period set out in Paragraph 5.6(a) [*Payment Deadline*] and the Employer has not raised an objection pursuant to Paragraph 5.7 [*Objection to Invoices*] within that date, the Employer shall pay to the Consultant a compensation at the rate agreed in the Special Conditions. This shall be calculated on a daily basis from the date on which the relevant amount became due and payable in the currency set out in the Special Conditions. The Consultant shall have no further rights or claims arising from any delay of the Employer.

**5.7
OBJECTION TO
INVOICES**

Should the Employer object to any invoice of the Consultant (or any aspect or part thereof), the Employer shall notify the Consultant of its intention to withhold payment and shall state the reasons why. If the Employer objects only to a part of an invoice, it shall pay that part of the invoiced amount to which it has not objected within the period specified in Paragraph 5.6 [*Payment Deadline*].

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5.8 AUDITING

For any Services (or parts thereof) that are not remunerated on a lump-sum basis, the Consultant shall maintain up-to-date records that meet professional standards and that clearly and systematically indicate the Services provided and the time and expense involved. The Consultant shall permit the Employer and KfW (as well as their respective advisors and auditors) to audit these records at any time and make copies of them.



6 Liability

**6.1
GENERAL LIABILITY OF
THE CONSULTANT**

The Consultant shall be liable to the Employer for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Article 3 [*The Consultant*]. The liability of the Consultant shall be limited to the Contract Value. The foregoing limitation shall not apply in the case of willful misconduct or gross negligence.

**6.2
LIABILITY FOR SUB-
CONTRACTORS**

For the avoidance of doubt, the Consultant shall also be liable for the Services provided by a sub-contractor pursuant to Paragraph 1.8 [*Assignment and Sub-contracting*].

**6.3
PERIOD OF LIABILITY**

The Consultant's liability shall terminate according to the law governing the Consulting Contract as set out in the Special Conditions, unless a different point of time has been agreed in the Special Conditions.

**6.4
LIABILITY FOR
CONSEQUENTIAL
DAMAGE**

Liability for consequential damages is excluded.

**6.5
LIABILITY OF THE
EMPLOYER**

The Employer shall be liable for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Paragraph 2 [*The Employer*].

7 Insurance against Liability and Damages / Guarantees

**7.1
INSURANCE AGAINST
LIABILITY AND
DAMAGES**

7.1.1 The Consultant shall take out and maintain adequate insurance for the entire duration of the Consulting Contract and on the terms specified in the Special Conditions; including, but not limited to, the following:

- (a) professional liability insurance;
- (b) personal liability insurance;
- (c) equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer within the context of this Consulting Contract; and
- (d) motor vehicle third party liability insurance and motor vehicle comprehensive hull insurance for the vehicles acquired in connection with this Consulting Contract.

7.1.2 The costs incurred in connection with the insurance specified in Paragraph 7.1.1 [*Insurance Against Liability and Damages*] shall be fully compensated by the Agreed Remuneration and may not be charged separately.

7.1.3 The Employer shall take out the insurances to the extent agreed in the Special Conditions.

**7.2
GUARANTEES**

Any guarantees shall be in the form set out in Annex 10 [*Form of Advance Payment Guarantee*] and shall always be provided as bank guarantees issued in favour of the Employer as beneficiary. They must be acceptable to the Employer and KfW. The original of the guarantee shall be sent to the Employer, with a copy, together with a confirmation of delivery of the original, to be sent to KfW.



8 Disputes and Arbitration Procedure

**8.1
ARBITRATION
PROCEDURE**

If the Parties do not reach amicable agreement, disputes arising out of or in connection with this Consulting Contract shall finally and exclusively be settled by a single arbitrator appointed and proceeding in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.

Section VIII. Contract for Consulting Services

Part II: Special Conditions

Ad Article 1: General Provisions

Ad 1.1: Definitions

"Completion Period": The completion period shall be the period starting on the Commencement Date and ending on [•]. Twenty-four months and extendable based on need and mutual agreement between the two parties

"Country": India

"Project": "Climate Resilience of Forest Ecosystems, Biodiversity & Adaptive Capacities of Forest Dependent Communities – CREFLAT Project, Tripura"

BMZ no. 201567650 as further specified in Annex 3.

The project envisaged to support sustainable forest management in Tripura, for contributing to the goal of project, which is to manage forest landscapes in Tripura in a sustainable and participative way for improving climate resilience of local population and ecosystems.

"Commencement Date": [insert date] / the date [falling [•] weeks after]/ [of] the entry into force of this Consulting Contract.

[The date on which execution shall be commenced can be identical with the date on which the contract enters into force or it can lie after the date on which the contract enters into force. The date on which execution shall be commenced can be defined in absolute terms (first option) if the timeline of events is fixed or it can be defined relative to the date on which the contract enters into force (second option) if the date on which the contract enters into force cannot be determined in advance. The option that does not apply shall be erased. Usually, between the date on which the contract enters into force and the date on which execution shall be commenced a mobilization phase is planned for, whose length may be up to four weeks depending on nature and scope of the task.]

Ad 1.4: Communication and Language

The language for notices, instructions, reports and other communication shall be English

Notices

Address of the Employer

Postal address [•]

Email: [•]

Phone: [•]

Fax: [•]

Address of the Consultant

Postal address

Email: [•]

Phone: [•]

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Fax:

Address of KfW

Postal address

Palmengartenstrasse 5 – 9
60325 Frankfurt
Germany

[The general address for KfW should be specified or changed according to the project in question]

Email: [●]@kfw.de

Phone: +49 (69) 7431-[●]

Fax: +49 (69) 7431-[●]

Ad 1.5: **Governing law**

The law governing this Consulting Contract shall be **Law of India**

Ad 1.9: **Copyright and rights of use as in GCC 1.9**

Ad 1.15: **Reimbursements**

Account details of the Employer's special account for reimbursements in Local Currency: [●]

Ad Article 2: **The Employer**

Ad 2.2: **Decisions and cooperation**

Decisions/discretions/cooperative actions of the Employer pursuant to Paragraph 2.2 [Decisions/cooperation] must be taken/exercised/performed at the latest within [15] days from receipt by the Employer of the respective written request of the Consultant.

Ad 2.4: **Taxes**

The contractual parties agree on the following provisions regarding taxes and public duties in the country of the Employer:

- *the Consultant and its foreign staff are subject to local taxes and public duties directly attributable to the Contract.*
 - *and the Employer will reimburse the Consultant GST (India) paid by the Consultant to the tax authorities.*
- *Other taxes - the Consultant and its foreign staff are subject to local taxes and public duties directly attributable to the Contract which will be borne by the Consultant and its staff. In such cases offered prices are considered inclusive of local taxes and public duties, i.e., local taxes and public duties shall be considered to be included in the overhead cost calculation and will not be subject to any separate payment.*

The contractual provisions shall reflect the relevant case

Ad 2.6: **Contact persons of the Employer**

The Employer's contact persons shall be [●].

Contact details [●]

The Employer's deputy shall be [●].

Contact details [●].

Ad Article 3: **The Consultant**

Ad 3.2: **Reporting and information**

Section VIII. Contract for Consulting Services

As per Para 6 of the Terms of Reference.

Ad 3.4.1: The Consultant's contact person

The Consultant's contact person shall be [•].

Contact details [•].

The deputy shall be [•].

Contact details [•].

Ad 3.4.2: The Consultant's contact person for cases of emergency or crisis

The Consultant's contact person for cases of emergency or crisis shall be [•].

Contact details [•].

The deputy shall be [•].

Contact details [•].

Ad Article 5: Remuneration

Ad 5.1: Forms of Remuneration

In consideration of the Services, the Employer shall pay to the Consultant an amount of

up to [•] in INR – Indian Rupees

(the "Contract Value").

Ad 5.2 (a): General Payment Terms

[Total amount of the advance payment: EUR[•]

equaling [•]% of the Contract Value *[if applicable: excluding Other Costs]*

Prior to any advance payment, the Consultant must present an advance payment guarantee in the entire amount of such advance payment in the form set out in Annex 10. Such guarantee shall be provided as a bank guarantee in favour of the Employer as beneficiary. It must be acceptable to the Employer and KfW. The original of the guarantee shall be sent to the Employer, with a copy, together with a confirmation of delivery of the original, to be sent to KfW.

5.3: Payment Conditions

A) Timebased Service

[•] INR advance payment relating to the time based services

equalling [•] % of the total remuneration for the time based services]]

Instalments

B) Instalments will be invoiced on the basis of the Cost Calculation and Invoicing Table (Annex 8) and the unit prices set out therein and substantially in the form of the model invoicing sheet enclosed in Annex 8

Ad 5.5: Invoicing

The Consultant's invoice shall indicate the BMZ-No. (see Definition of "Project" pursuant to Article 1.1).

Payments may be made to the Consultant directly by KfW according to the direct disbursement procedure if agreed between KfW and the Employer.

Payments shall be made to the following account:

Account holder: [•]

Bank: [•]

Account number: [•]

[where applicable:

IBAN: [•]

BIC: [•]

If the Consultant's account-holding bank is not located in the currency area of the currency of payment:

BIC of correspondent bank: [•]

[If applicable: The Consultant Contract has been entered into on the basis of an Agency Contract. Invoices for advance payments and instalments must therefore be sent to KfW (addressed to the Employer c/o KfW) in accordance with article 5.5.a) of the General Conditions.]

Ad 5.6: Payment deadline

Agreed compensation for overdue payments pursuant to Paragraph 5.6

3per cent per year, in relation to the outstanding amount.

Ad Article 6: Liability

Ad 6.3: The liability shall be as per GCC 6.

Ad Article 7: Insurance

The insurance **100% of contract value** shall be taken out and maintained by the Consultant.

Section VIII. Contract for Consulting Services

Ad Article 8: Disputes and Arbitration Procedure

Ad 8.1: Arbitration Procedure

The place of arbitration shall be Agartala, Tripura India.

The language of the arbitration procedure shall be **English**.

(Place, date)

(for the Employer)

(for the Consultant)

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a checkmark-like flourish.

Annexures

List of Annexes

Annex no.	Title
1	Declaration of Undertaking
2	Minutes of Negotiation
3	Terms of Reference plus Tender Documents
4	Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries (in the version valid on the date the bid was submitted)
5	Staffing Schedule
6	Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer
7	Time Schedule for the Performance of the Services
8	Cost Calculation and Invoicing Table
9	The Consultant's Bid
10	Form of Advance Payment Guarantee (if relevant)

Annexures

Annex 1

Declaration of Undertaking

Reference name of the Application/Offer/Contract:

("Contract")¹⁰

To:

("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")¹¹ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debar> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
 - 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest

¹⁰Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

¹¹The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
- 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
 - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation¹² (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.
7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect

¹²In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisation's and e) non-discrimination.

Annexures

the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.

8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹³: _____

Signature:

Dated:



¹³In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Annexures

Annex 2
Minutes of Negotiation (if relevant)

Annexures

Annex 3
Terms of Reference plus Tender Documents

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Annex 4

Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries
(in the version valid on the date the bid was submitted)

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Annex 5

Staffing Schedule

(Pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)



Annex 6
Equipment and Furnishings to be provided by the Employer and Third-party Services
Commissioned by the Employer

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Annex 7 Time Schedule for Delivery of the Services

(Pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)

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Annex 8

Cost Calculation and Invoicing INR Time Based Services

Detailed Cost Calculation – Fees, Transport, Logistics				
1. Foreign Staff Cost (NA)	Unit	Quantity	Lump sum unit rate	Contract amount
1.1	Month	...		
1.2	Month	...		
1.3	Month	...		
Sub-total Foreign staff				
2. Local Staff Cost (incl. allowances and accommodation, see explanation)				
2.1 Team Leader	Month	...		
2.2 Other staff	Month	...		
Sub-total Local staff				
3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff (NA)				
3.1 Allowance, accommodation - Long-term staff	Month	...		
3.2 Allowance, accommodation - Short-term staff	Month	...		
Sub-total Allowance and accommodation				
4. International Travel (NA)				
4.1 International return flights	Flight	...		
4.2 Complementary travel costs	Flight	...		
4.3 other international flights	Flight	...		
Sub-Total International flights				
5. Local Travel & Transport Cost (NA)				
5.1 Vehicle lease/rent or use of own vehicles	Month	...		
5.2 Vehicle O&M incl. driver, assurance, repairs	Month	...		
5.3 Other local transport (short-term, peak)	Day	...		
5.4 Local flights	Flight	...		
Sub-total Local transport				
6. Project Office (NA)				
6.1 Office rent	Month	...		
6.2 Office operation	Month	...		
Sub-total Project office				
7. Reports and Documents				

[illegible]

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Annex 9
The Consultant's Bid

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Annex 10

Advance Payment Guarantee

Beneficiary: *[Insert name and Address of Employer]*

Date of issue: *[Insert date]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name and address of Contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called "the **Contractor**") has entered into Contract No. *[insert reference number of the Contract]* dated *[insert Contract date]* with the Beneficiary, for the execution of *[insert object of the Contract and brief description of the contractual content]* (hereinafter called "the **Contract**"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount and currency in words and figures]*¹⁴, representing *[insert percentage in words and figures]* percent of the Contract price is to be made against an advance payment guarantee.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[insert guarantee amount and currency in words and figures]* upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

The advance payment guarantee shall come into force and effect as soon as the advance payment has been credited to the Contractor on its account. Minor deductions of the above-mentioned amount notably due to bank fees shall have no effect on the entry into force.

[For guarantees issued in foreign currency insert the following:]

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main (BIC: KFWDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00), for the account of *[Insert name of the Beneficiary and the Beneficiary's country]*.

[For guarantees issued in local currency insert the following:]

In the event of any claim under this guarantee, payment shall be effected to *[Insert the account of the Beneficiary on which payments are to be made]*, for the account of *[Insert name of the Beneficiary and the Beneficiary's country]*.


This guarantee shall be automatically reduced pro rata in accordance with the payments performed by the Guarantor hereunder and expire not later than *[insert expiry date]*.

Any demand for payment must be received by us at this office on or before that date by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

¹⁴ This guarantee must be issued in the Contract currency only.

Annexures

 *[As preferred option regarding guarantee rules insert: This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.]*

[In the case the issuing bank will not add the preferred option, insert: This guarantee is governed by the law of [insert country of jurisdiction where the bank's branch issuing the guarantee is physically located].

Place, date

Guarantor's authorised signature(s)

