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**German Financial Cooperation with India**

**Project: Sustainable Land Management Meghalaya**

**Request for Proposals**

**For**

**Consulting Services for the Implementation Management  
Consultant (IMC)**

**Employer: Meghalaya Basin Management Agency (MBMA), India**

**BMZ No.: 2020 67 973  
KfW Procurement No. 507345**

**August 8, 2022**

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## LETTER OF INVITATION

Project ID BMZ No.: 2020 67 973, KfW Procurement No. 507345

Meghalaya, August 05, 2022

Dear Mr. /Ms.

1. The Government of Meghalaya, India (hereinafter called "Recipient") has applied for financing from KfW Development Bank ("KfW") in the form of a loan and financial contribution (hereinafter called grant and loan) toward the cost of the "Sustainable Land Management Meghalaya" Project. The Meghalaya Basin Management Agency (MBMA), acting as the implementing agency of the Recipient and referred to as the "Employer", intends to apply a portion of the proceeds of this loan and grant to eligible payments under the contract for which this Request for Proposals is issued.

Payments by KfW will be made only at the request of the Employer and upon approval by KfW, and will be subject, in all respects, to the terms and conditions of the loan agreement. No party other than the Employer shall derive any rights from the financing agreement or have any claims to the proceeds of the loan.

2. The Employer now invites **Proposals** to provide the following consulting services (hereinafter called "Services"): "Consulting Services for an Consulting Services for the Implementation Support Consultant (IUC)". More details on the Services are provided in the Terms of Reference (Section 5).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
  1. AFC Agriculture and Finance Consultants GmbH as lead partner with GOPA Worldwide Consultants GmbH, Germany, Sutra Consulting Private Limited, India (sub-consultant) and DEVOPSYS Consulting Private Limited, India (sub-consultant)
  2. AHT GROUP GmbH, Germany as lead partner with Deloitte Touche Tohmatsu India LLP, India (sub-consultant)
  3. GFA Consulting Group GmbH, Germany as lead partner with unique land use GmbH, Germany
  4. GITEC-IGIP GmbH, Germany as lead partner with GITEC-IGIP India Pvt. Ltd., India and NABARD Consultancy Services Pvt. Ltd (NABCONS), India
  5. Grant Thornton Bharat LLP, India as lead partner with Wageningen Livestock Research, Wageningen University & Research (WUR), Netherlands (sub-consultant)

It is not permissible to transfer this invitation to any other firm.

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](http://www.kfw-entwicklungsbank.de), and in the present document.
5. The RFP includes the following Sections:

Section I – Instructions to Consultants (ITC)

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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. Please inform us by 17.08.2022 by E-mail: [tender.agent@bohnet-consulting.de](mailto:tender.agent@bohnet-consulting.de) and [MBMAmbmaprourement@gmail.com](mailto:MBMAmbmaprourement@gmail.com)

- (a) that you have received this Letter of Invitation; and
- (b) whether you intend to submit a **Proposal** alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under **ITC 14.1.2**).

7. Details on the **Proposal**'s submission date, time and address are provided in **ITC 17.10**.

Yours sincerely,



**Shri. Jagdish Chelani, IAS**  
**Additional Project Director,**  
**Sustainable Land Management Meghalaya,**  
Meghalaya Basin Management Agency  
O/o Meghalaya Basin Development Authority,  
C/o Meghalaya State Housing Cooperative and Financing Society,  
Upper Nongrim Hills,  
Meghalaya, Shillong-793003  
Email: [mbmaprourement@gmail.com](mailto:mbmaprourement@gmail.com)  
Website: [www.mbd.gov.in](http://www.mbd.gov.in)

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**PART 1 – Tendering Procedures**

## Section I. Instructions to Consultants

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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 from those listed in the LOI, in accordance with the method of selection specified in the **Data Sheet**.
- 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 notwithstanding the representation by KfW in case of an agency contract.
  - (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.
  - (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 [www.kfw-entwicklungsbank.de](http://www.kfw-entwicklungsbank.de).

- (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 shortlisted 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 Development Bank (hereinafter called "KfW") towards the cost of the project named in the **Data Sheet**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this procurement process.

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 on the basis of 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 in regard to 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, a government-owned entity — subject to ITC 4.3 — or a combination of such entities in the form of a joint venture ("JV") under an existing JV Agreement or with the intent to enter into such an agreement supported by a Letter of Intent to execute a JV Agreement, in accordance with ITC 11.2. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The Consultant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Bidder and any and all its members, if the Consultant is a JV, during tendering and contract execution (in the event the Consultant is awarded the Contract). The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. Unless specified in the **Data Sheet**, there is no limit on the number of members in a JV.

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 only to prequalified Consultants.

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 interests 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 PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and has been fully resolved to the satisfaction of KfW;
- (b) have a business or a 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;
- (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 PEA;
- (d) are engaged in a services activity which, by its nature, may be in conflict with the assignment that they would carry out for the PEA;
- (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 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 PEA, 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 and which by their nature are beyond the pure technical evaluation as per ITC 21.1. 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. Language**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Employer shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 The Consultant shall include a Declaration of Undertaking in the format provided in Form TECH-2 (Section III).
- 10.3 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).
- 11. Only One Proposal, Sub-Consultants, Key Experts**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one **Proposal**, all such **Proposals** shall be rejected. Sub-consultants may participate in more than one Proposal unless ITC 11.2 applies and if not otherwise stipulated in the **Data Sheet**.
- 11.2 A Sub-consultant whose qualification was taken into account during the prequalification phase along with the one of a Consultant shall only participate in the Proposal of this Consultant. The latter shall integrate services from the respective Sub-Consultant into the Proposal as indicated in the prequalification.
- 11.3 Individuals<sup>1</sup> (regular staff or temporarily engaged freelance experts) shall not participate as Key Experts in more than one Proposal unless when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity**
- 12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 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.
- 12.2 A replacement of Key Experts in the initial Proposal validity period

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<sup>1</sup> An individual (natural person) which is not part of the regular staff ("freelancer") but engaged temporarily as Key Expert for the relevant Contract shall not be considered as Sub-Consultant (subcontractor) in this context.

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

12.3 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.

12.4 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.

12.5 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

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

12.7 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.

12.8 Substitution requests shall not delay the evaluation process.

Sub-  
Contracting

12.9 The Consultant shall not subcontract the whole of the Services to one or more Sub-Consultants.

13. Clarification  
and  
Amendment of  
RFP

13.1 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:

13.1.1 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.

13.1.2 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.

13.2 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.

#### 14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 To establish that the Consultant continues to meet the eligibility and qualification criteria used at the time of prequalification, the Consultant shall submit the Form E/QUAL, as stipulated in the Section 3 – Technical Proposal Forms, and updated information on any assessed aspect that changed from that time.

14.1.2 If a shortlisted Consultant considers that associating with other Consultants in the form of a Joint Venture or as Sub-consultants may enhance its expertise for the assignment, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants with prior approval of the Employer, and only if sufficient competition continues to be guaranteed. Association with a non-shortlisted Consultant shall be subject to approval of the Employer. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be the Lead Consultant. If shortlisted Consultants associate with each other, any of them can be the Lead Consultant.

14.1.3 The Employer may indicate in the **Data Sheet** the estimated Key Experts' time-input or the Employer's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates.

14.1.4 If so 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**.

14.1.5 If the evaluation method as stipulated in the **Data Sheet** is not standard quality – cost based evaluation but fixed budget selection, the estimated time-input of the Key Experts shall not be disclosed, but the **Data Sheet** shall provide the total available budget for the assignment with an indication of whether taxes are included or are not included in this amount.

#### 15. Technical Proposal

15.1 The Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be

**Format and Content**

declared non-responsive.

15.2 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.

15.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.

**16. Financial Proposal**

16.1 The Consultant shall submit a Financial Proposal based on the requirement as described in the TOR (Section VII) and taking into account 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 Section IV.

**Price Adjustment**

16.2 For assignments with a duration exceeding 24 months, a price adjustment provision for foreign and/or local inflation for remuneration rates shall apply in line with the provisions stated in the **Data Sheet**.

**Taxes**

16.3 The Consultant, its Sub-consultants and Experts are responsible for meeting all tax liabilities and public duties in connection with the Contract according to Applicable Law in the Employer's country, unless they are exempted from such payments. The details of the applicable regime are indicated in the **Data Sheet**. In any case taxes, duties, levies and fees payable by the Consultant, its Sub-consultants and Experts outside the Employer's country shall be considered to be included in the overhead fees.

**Currency of Proposal**

16.4 The Consultant may express the price for its Services in Euro unless otherwise stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

**Currency of Payment and Payment Conditions**

16.5 Payments under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

16.6 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**

16.7 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions:

16.7.1 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;

16.7.2 ensure that the Consultant has all the necessary permits to obtain further documents, maps and aerial photographs;



- 16.7.3 support the Consultant in obtaining all the necessary working permits, residence permits and import licenses;
- 16.7.4 provide other contributions as stipulated in the **Data Sheet**.

### C. Submission, Opening and Evaluation

#### 17. Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand.
- 17.2 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.
- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or shall be signed by the authorized representative according to ITC 4.1 who has a written power of attorney from each member signed by the member's authorized representative and attached to the Technical Proposal.
- 17.4 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.
- 17.5 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies and recipients are 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.
- 17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "[Name of the Assignment] ", reference number, name and address of the Consultant, and with a warning "Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]."
- 17.7 Similarly, the original and all copies of the Financial Proposal (if required for the applicable selection method) 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."
- 17.8 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 [insert the time and date of the submission deadline indicated in the **Data Sheet**]".
- 17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Employer will assume no responsibility for

the misplacement, loss, or premature opening of the Proposal.

17.10 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.

17.11 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.

## 18. Confidentiality

18.1 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.

18.2 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.

## 19. Opening of Technical Proposals

19.1 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 19.4.

19.2 The Employer's evaluation committee shall be composed of at least three members unless otherwise detailed in the **Data Sheet**. One member of the Evaluation committee shall not be staff from the Employer's administration or organisation. However, 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 19.4.

19.3 The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 22.

19.4 At the opening of the Technical Proposals the following shall be recorded in the opening protocol: (i) the presence or absence of a signed Technical Proposal Submission Form (TECH-1) and the name and business address of the Consultant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members as stated in TECH-1; (ii) the presence or absence of a duly

sealed envelope with the Financial Proposal; (iii) the presence or absence of the Declaration of Undertaking (TECH-2), (iv) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet**.

## 20. Proposals Evaluation

20.1 The evaluation of the Technical Proposals shall be conducted in conformity with the provisions below. The report shall include all clarifications with Consultants during the technical evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 19.2.

20.2 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 12.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

20.3 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**.

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

## 21. Evaluation of Technical Proposals

21.1 The Employer shall evaluate the Technical Proposals on the basis of the criteria and point system set out in the **Data Sheet**. 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 22.1. If specified in the **Data Sheet** a minimum score may be applied not only to the overall technical score but also to the achievement of the ESHS minimum score.

21.2 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.

## **22. Opening and Evaluation of Financial Proposals**

22.1 The Financial Proposals of those Consultants which have achieved the minimum score in accordance with ITC 21.1 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.

22.2 The opening of the Financial Proposals shall be done in accordance with ITC 19.2 and ITC 19.4.

## **23. Evaluation of Financial Proposals**

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

### **Time Based contracts**

23.2 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 14.1.3, 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**

23.3 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.

23.4 Notwithstanding the above, the offered price may be adjusted for reimbursable items to allow for comparison, but only for such items explicitly requested to be offered in the RFP. Reimbursable items will be either considered or not considered for all Bidders.

- 23.5 In case of a mixed contract containing parts with Lump Sum remuneration (i.e. for project design) and Time Based remuneration (i.e. project supervision) corrections to the respective parts of the Proposal shall be applied according to the applicable provisions in ITC 23.2 and ITC 23.3.
- 24. Taxes** 24.1 The Employer's evaluation of the Consultant's Financial Proposal shall exclude customs and excise duties, taxes and levies in the Employer's country, directly attributable to the Contract, if not otherwise specified in the **Data Sheet**.
- 25. Conversion to Single Currency** 25.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 26. Combined Evaluation of Technical and Financial Proposals** 26.1 The Proposal Score shall be calculated by weighting the Technical Score with 80% and the Financial Score with 20% and adding them as per the formula and instructions in the **Data Sheet**.  
26.2 A final evaluation report shall be established by the Evaluation committee with the result of the combined evaluation and including the verification of the qualification as per ITC 27. The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.
- 27. Qualification of the Consultant** 27.1 The Employer shall determine to its satisfaction whether the Consultant, whose Proposal has achieved the highest Proposal score in accordance with ITC 26.1 continues to meet the eligibility and qualifying criteria specified at the prequalification stage. The determination shall be based upon an examination of Form E/QUAL as provided in Section 3, Technical Proposal Forms.  
27.2 An affirmative determination shall be a prerequisite for award of the Contract to the Consultant. A negative determination shall result in disqualification of the Proposal, in which event the Employer shall proceed to the Proposal, which has achieved the next-highest Proposal score to make a similar determination of that Consultant's eligibility and qualifications to perform satisfactorily.
- 28. Employer's Right to Reject All Proposals** 28.1 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**

- 29. Negotiations** 29.1 The Employer shall conduct contract negotiations with the Consultant who has attained the highest Proposal Score in accordance with ITC 26.  
29.2 The Employer shall prepare minutes of negotiations, which shall

be signed by the Employer and the Consultant's authorized representative.

**Availability of Key Experts**

29.3 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 12 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.

29.4 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 of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

**Technical Negotiations**

29.5 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**

29.6 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.

29.7 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.

**30. Conclusion of Negotiations**

30.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Employer and the Consultant's authorized representative.

30.2 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.

**31. Award of Contract, Information of Consultants**

31.1 After completing the negotiations with the Consultant the Employer shall promptly inform all shortlisted 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 of the winner and the respective Consultant. Additional requirements for the publication of the results of the selection procedure are indicated in the **Data Sheet**, if any.

31.2 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.

31.3 Subject to KfW's no-objection 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

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1.1</b>	<p>The name of the Employer is "Meghalaya Basin Management Agency (MBMA), India".</p> <p>The method of selection is the quality cost-based selection method attributing 80% weight to the Technical Proposal and 20% to the Financial Proposal.</p> <p>The Employer is supported during the selection procedure by Dieter Bohnet as tender agent. All correspondence related to the present RfP shall be done via the tender agent and copied to the Employer and KfW.</p>
<b>1.2 (b)</b>	The law governing this Contract shall be Indian Law.
<b>1.3</b>	<p>The name of the assignment is "Sustainable Land Management Meghalaya - Consulting Services for the Implementation Support Consultant", BMZ No.: 2020 67 973.</p> <p>The grant component of the project is fully financed. However, services for Phase II can only be commissioned if the financing and separate agreements of the loan component are signed.</p>
<b>1.4</b>	A pre-proposal video conference is envisaged. Bidders will be informed about the date according to the MBMA procedure.
<b>1.5</b>	Relevant project studies and reports are provided as indicated in the ToR.
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<p>Proposals shall be accepted in the English language, which shall be the governing language of the Contract.</p> <p>All correspondence exchange shall be in English language.</p>



10.1	<p>The Proposal shall be submitted in two envelopes comprise the following documents:</p> <p><u>Technical Proposal Envelope:</u></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1 Technical Proposal Submission Form</li> <li>(3) TECH-2 Declaration of Undertaking</li> <li>(4) TECH-3 Comments or Suggestions on the TOR and Counterpart Staff</li> <li>(5) TECH-4 Description of the Approach, Methodology, and Work Plan</li> <li>(6) TECH-5 Work Schedule</li> <li>(7) TECH-6 Personnel Schedule</li> <li>(8) E/QUAL</li> </ol> <p><u>Financial Proposal Envelope:</u></p> <ol style="list-style-type: none"> <li>(1) FIN-1 Financial Proposal Submission Form</li> <li>(2) FIN-2 Financial Proposal – Cost Breakdown</li> </ol>
11.1	Sub-consultants may participate in more than one Proposal provided that their qualifications were not considered by the Employer in the pre-qualification process.
11.3	Individuals may participate in more than one Proposal with the exception of key experts.
12.1	Proposals shall remain valid for 180 days after the Proposal submission deadline.
13.1	<p>The deadline for clarifications by consultants is <b>14 days</b> prior to the submission date as per Clause 17.10</p> <p>Clarifications requests shall be addressed to:</p> <p>Email: <a href="mailto:tender.agent@bohnet-consulting.de">tender.agent@bohnet-consulting.de</a>  <a href="mailto:mbmaprourement@gmail.com">mbmaprourement@gmail.com</a></p>
16.1	<p>The planned project duration is 78 months. Thereof, 18 months for Phase I and 60 months for Phase II.</p> <p>The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum basis.</p>
16.2	<p>The following method shall apply to the adjustment of unit prices in "Foreign Currency". The unit prices shall be fixed for a period of 24 (twenty-four) months from the commencement date. For Services which are provided beyond this period, the unit prices shall be adjusted as follows:</p> $P_n = P_o * (0.15 + 0.85 * \ln / l_o), \text{ where}$ <p><math>P_n</math> = new revised unit price  <math>P_o</math> = Original unit price (i) valid at the date of</p>

	<p>expiry of the validity (including any extensions) of the Consultant's bid.</p> <p>In = Unit price per Index prevailing one month after expiry of the fixed rate and which shall be valid for 12 (twelve) months. If no official Index is available at this time the latest available Index before this date shall be used.</p> <p>Io = Unit price per Index applicable at the date determination of the Po. If no official Index is available at this time the latest available Index before this date shall be used.</p> <p>"Index" is defined as the Consumer price index in Germany as published by the Federal Statistics Office (Statistisches Bundesamt). The monthly values can be found here:</p> <p><a href="https://www-genesis.destatis.de/genesis//online?operation=table&amp;code=61111-0002&amp;bypass=true&amp;levelindex=0&amp;levelid=1649692144684#abreadcrumb">https://www-genesis.destatis.de/genesis//online?operation=table&amp;code=61111-0002&amp;bypass=true&amp;levelindex=0&amp;levelid=1649692144684#abreadcrumb</a></p> <p>The adaptation does not apply if the project is delayed due to the Consultant.</p>
16.3	<p>The Financial Offer should present <u>all costs net of any taxes</u>, with a separate estimate of tax liabilities in a separate table.</p> <p>For the calculation of the separate estimate of tax liabilities in the Financial Bid the following provisions regarding taxes and public duties in the Employer's country (only identifiable local taxes and public duties directly attributable to the Contract shall be considered in this context e.g. Goods &amp; Service Tax, etc. or income generated through the Contract) apply:</p> <p>The Contractor, its Sub-consultants and its Experts are subject to local taxes and public duties directly attributable to the Contract. KfW will remunerate the Consultant for such taxes and public duties upon provision of evidence of payment. The Financial Proposal shall contain a separate estimate for such taxes and public duties.</p> <p>For the sake of clarity, other local taxes not directly attributable to the Contract (e.g. profit tax, corporate tax, Tax Deduction at Source(GST &amp; income tax))as well as tax liabilities of the Consultant, its Sub-contractors and Experts outside the Employer's Country shall be included in the overhead cost calculation and will not be subject to any separate remuneration.</p> <p>The Employer provides this information on tax obligations in the Employer's country to its best knowledge but cannot assume responsibility for the correctness of it, which remains with the Consultant.</p>
16.5	<p>The Financial Proposal shall be stated in EUR. It shall not state local costs in the Employer's country currency.</p>
16.6	<p>The Consulting services shall be offered as a lump sum. <u>The Consultant shall prepare separate financial offers for phase I and phase II.</u></p> <p>The instalments shall be paid upon presentation of corresponding invoices with a maximum of one payment per half year. The first invoice for the first instalment shall be presented, at the earliest, 6 months after the contractually agreed commencement of the Services.</p>

	<p>The consultant shall assume the following payment conditions against presentation of an appropriate invoice:</p> <p><b>Phase I:</b></p> <p>Advance Payment: 15 % of the total amount for lump sum services for Phase I after signature of the contract against presentation of an advance payment guarantee if applicable. The advance payment will not be deducted from the further instalments.</p> <p>Interim Payments: three (3) half-yearly payments each 28,33 % of the total amount for lump sum services for Phase I upon acceptance of the corresponding half-yearly Progress Reports by MBMA and KfW.</p> <p><b>Phase II:</b></p> <p>Advance Payment: 15 % of the total amount for lump sum services for Phase II without reimbursables after the formal start of the phase against presentation of an advance payment guarantee if applicable. The advance payment will not be deducted from the further instalments.</p> <p>Interim Payments 1-4: four (4) half-yearly payments each 15 % of the total amount for lump sum services for Phase II without reimbursables upon acceptance of the corresponding Quarterly Progress Reports by MBMA and KfW.</p> <p>Interim Payments 5-9: four (4) half-yearly payments each 5 % of the total amount for lump sum services for Phase II without reimbursables upon acceptance of the corresponding Quarterly Progress Reports by MBMA and KfW.</p> <p>Final payment: 5 % of the total amount for lump sum services for Phase II without reimbursables upon acceptance of the Final Report by MBMA and KfW.</p> <p>In case Phase II cannot be started, the third progress report for Phase I must be accompanied by the final report.</p>
<b>C. Submission, Opening and Evaluation</b>	
<p><b>17.1 and 17.5</b></p>	<p>The tender procedure will be carried out electronically using a data room for electronic submission of offers (e-Procurement Solution).</p> <p>The Consultant shall submit the Proposal as follows</p> <p>a) Technical Offer: one (1) original in electronic copy (unmodifiable pdf format) via an electronic procurement system</p>

	<p>b) Financial Offer: one (1) original electronic copy (unmodifiable pdf format) via an e-procurement system.</p> <p>Consultants are requested to nominate a specific contact person (name, e-mail address and telephone number). The nomination must be sent to the Tender Officer by e-mail no later than seven (7) days before the expiry of the tender deadline.</p> <p>The contact data will be used to set up an e-procurement system for this tender submission. The operator of the KfW-approved e-procurement system, exficon GmbH, Frankfurt am Main, will send an invitation e-mail containing the link to access the system to the persons authorised for electronic submission. It is recommended to log in after receipt to ensure that there are no technical difficulties.</p> <p><u>Please note that the technical offer and the financial offer must be uploaded in two different folders.</u></p> <p>Detailed information and a step-by-step description of the upload procedure can be downloaded here: <a href="https://exficon.de/tad/e-procurement/">https://exficon.de/tad/e-procurement/</a> .</p> <p>The technical offer and the financial offer must be submitted as a single <u>searchable</u> pdf file. The protection of the pdf file <u>must not prevent the marking or copying of text passages</u>. In addition, it must be possible to insert comments. Failure to comply with these requirements will result in a deduction of points.</p> <p>The file names must be :</p> <p>Sustainable land management Meghalaya-Technical offer_Name of bidder.pdf. Sustainable land management Meghalaya-Financial offer_Name of bidder.pdf.</p>
17.6	Not applicable
17.7	Not applicable
17.8	Not applicable
17.9	Not applicable
17.10	<p>The deadline for the submission of Proposals shall be <b>30<sup>th</sup> September, 2022 at 16:00 h</b>, Central European Time (CET).</p> <p>Timely submission means that the files must be successfully uploaded before the deadline.</p> <p><u>Please note that no hard copies must be submitted.</u></p>
17.11	Not applicable
19.1	The opening of the technical Proposals will take place the day after the deadline for submission of proposals.

<b>21.1</b>	<p>The technical evaluation shall be based on the following criteria and point system.</p> <table border="1" data-bbox="408 416 1401 1352"> <tr> <td><b>1.</b></td> <td><b>Concept and methodology</b></td> <td></td> <td><b>40</b></td> </tr> <tr> <td>1.1</td> <td>Clarity and completeness of the tender</td> <td>5</td> <td></td> </tr> <tr> <td>1.2</td> <td>Critical analysis of the project objectives and the Terms of Reference (TOR)</td> <td>5</td> <td></td> </tr> <tr> <td>1.3</td> <td>Proposed concepts and methods</td> <td>30</td> <td></td> </tr> <tr> <td><b>2.</b></td> <td><b>Qualifications of proposed staff</b></td> <td></td> <td><b>60</b></td> </tr> <tr> <td>2.1</td> <td>Key experts</td> <td></td> <td>50</td> </tr> <tr> <td>2.1.1</td> <td>International Chief Technical Officer (CTO) – Team leader</td> <td>20</td> <td></td> </tr> <tr> <td>2.1.2</td> <td>National Project Management Expert</td> <td>10</td> <td></td> </tr> <tr> <td>2.1.3</td> <td>National Training and Capacity Building Expert</td> <td>7</td> <td></td> </tr> <tr> <td>2.1.4</td> <td>National Financial Management and Control Audit Expert</td> <td>7</td> <td></td> </tr> <tr> <td>2.1.5</td> <td>National Environment/Social Safeguards and Audit Expert</td> <td>6</td> <td></td> </tr> <tr> <td>2.2</td> <td>Members of the Expert Pool</td> <td></td> <td>5</td> </tr> <tr> <td>2.3</td> <td>Personnel in the home office who will monitor and control the team, and provide back-up services</td> <td></td> <td>5</td> </tr> <tr> <td colspan="2"><b>Total (maximum)</b></td> <td></td> <td><b>100</b></td> </tr> </table> <p>The technical evaluation will comprise the Phases I and II.</p>	<b>1.</b>	<b>Concept and methodology</b>		<b>40</b>	1.1	Clarity and completeness of the tender	5		1.2	Critical analysis of the project objectives and the Terms of Reference (TOR)	5		1.3	Proposed concepts and methods	30		<b>2.</b>	<b>Qualifications of proposed staff</b>		<b>60</b>	2.1	Key experts		50	2.1.1	International Chief Technical Officer (CTO) – Team leader	20		2.1.2	National Project Management Expert	10		2.1.3	National Training and Capacity Building Expert	7		2.1.4	National Financial Management and Control Audit Expert	7		2.1.5	National Environment/Social Safeguards and Audit Expert	6		2.2	Members of the Expert Pool		5	2.3	Personnel in the home office who will monitor and control the team, and provide back-up services		5	<b>Total (maximum)</b>			<b>100</b>
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<b>23.4</b>	<p>After correcting any arithmetical errors, the price quotations will be assessed using the total price (not including customs and excise duties, taxes, levies and other charges in the project country). Any items missing in individual offers but necessary will be added. This will be done on the basis of the highest price of the corresponding cost item of the other Bidders.”</p>																																																								
<b>25.1</b>	Not applicable																																																								

26.1	<p>The weights given to the Technical (T) and Financial (F) Proposals are as follows:  <math>W_T = 80\%</math>, and <math>W_F = 20\%</math></p> <p><u>The weighted technical score is calculated as follows:</u>  <math>PT = WT * T</math>, 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)</p> <p><u>The weighted financial score is calculated as follows:</u>  <math>PF = WF * (Co/C)*100</math>, with  PF = financial score (points) of a financial Proposal,  C = evaluated price of the financial Proposal,  Co = lowest evaluated price of all financial Proposals.</p> <p>and the overall score is calculated as:  <math>P = PF + PT</math>.</p>
	<b>D. Negotiations and Award</b>
31.3	The expected commencement date of the assignment is one month after the signature of the contract.

## Section III. Technical Proposal – Standard Forms

## CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	Page Limit
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	
TECH-1	Technical Proposal Submission Form. If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
TECH-2	Declaration of Undertaking	
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	
TECH-3A	A. On the Terms of Reference	
TECH-3B	B. On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-5	Work Schedule (Tasks and Activities Bar Chart)	
TECH-6	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)	
E/QUAL	Continued Eligibility and Qualification	

## Form TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

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[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

*[If the Consultant is a joint venture, insert the following: "We are submitting our Proposal in a joint venture between: [Insert a list with full name and the legal address of each member, and indicate the lead member]. We have attached a copy [insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "the relevant information of the existing JV agreement"] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture."*

*If the Consultant's Proposal includes Sub-consultants, insert the following: "We are submitting our Proposal with the following firms as Sub-consultants: [Insert a list with full name and address of each Sub-consultant]."*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Employer.
- (b) Our Proposal shall be valid and remain binding upon us for the period specified in ITC 12.1.



- (c) We have no conflict of interest in accordance with ITC 5.
- (d) Except as stated in ITC 12, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 29.4 may lead to the termination of Contract negotiations.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 29.5a.

We understand that the Employer is not bound to accept any Proposal that the Employer receives.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company's name or JV's name):

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

## Form TECH-2

### Declaration of Undertaking

Reference name of the Application/Offer/Contract:

("Contract")<sup>2</sup>

To:

("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>3</sup> 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

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<sup>2</sup> Capitalised 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".

<sup>3</sup> The 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.

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:

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 Organisation<sup>4</sup> (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 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 fulfilment 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 of<sup>5</sup>: \_\_\_\_\_

4 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.

5 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.

Signature:

Dated:

## **Form TECH-3**

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

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*[Form TECH-3: 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 assessment of risks and the proposition of mitigation measures is recommended. The methodology suggested must take constructive account of these issues.]*

#### **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-4

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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*[Form TECH-4: 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. Suggested structure of the Technical Proposal:*

- a) *Technical Approach and Methodology*
  - b) *Work Plan*
  - c) *Organization and Staffing*
  - d) *Back-up Services*
  - e) *Quality Control and Management*
  - f) *Logistics]*
- 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 and other outputs/deliverables. 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.] The acceptance/approval period for documents and reports shall be assumed to four (4) weeks.*

- 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 team subject to available guidance within a team headed by senior professional staff and application of adequate rates. Man month input in the field and home office shall be clearly indicated for each proposed member of the key staff, as well as overall calendar duration of the assignment. 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-5 (INDICATIVE FORMAT)**

**WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART FOR LUMP SUM AND TIME BASED ACTIVITIES)**

N°	Tasks <sup>1</sup> (T-..)	Months <sup>2 3</sup>												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
T-1	<i>[e.g., Task #1: Report A</i>													
	<i>1) data collection</i>													
	<i>2) drafting</i>													
	<i>3) inception report</i>													
	<i>4) incorporating comments</i>													
	<i>5) .....</i>													
	<i>6) delivery of final report to Employer]</i>													



N°	Tasks <sup>1</sup> (T-..)	Months <sup>2 3</sup>												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
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-6**  
**PERSONNEL SCHEDULE (ONLY FOR LUMP SUM ACTIVITIES)**

N°	Name	Company / Home office country	Position	Month / Location	Month 1	Month 2	Month 3	Month 4 etc.	PM Home Office	PM Field	Toal PM	Flights
<b>Key Experts for lump sum activities per Person Months (PM)</b>												
1			A-1 Project Manager	Field						0	0	0
				Home office						0		
2			A-2 Mechanical Works Team Lead	Field						0	0	0
				Home office						0		
3			A-3 Geothermal Process Design Team Lead	Field						0	0	0
				Home office						0		
4			A-4 Electrical Power Systems Design Engineer	Field						0	0	2
				Home office						0		
5			A-5 Instrumentation and Controls Team Lead	Field						0	0	0
				Home office						0		
6			A-6 Civil & Structural Works Team Lead	Field						0	0	0
				Home office						0		
<b>Total</b>									<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>- 0</b>

- Categories can be deleted (e.g. local key experts) or added (e.g. local backstopping staff) as required.
- Please include all planned backstopping and supervision activities even if they do not appear in the financial proposal.
- Months are counted from the start of the assignment/mobilization. One month is assumed to have 30 days and one cell refers to 10 days of the respective month
- "PM" means person month.
- "Home" means work in the office in the expert's country of residence.
- "Field" work means work carried out in the Employer's country.

  Means full time input

 - Means part time input; days of part time input shall be included in the PM Field cells, otherwise it shall be considered zero days.

**FORM TECH-6****(CONTINUED)****CURRICULUM VITAE (CV)**

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

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

0 \_\_\_\_\_

**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.]*

<b>Period</b>	<b>Employing organization and your title/position. Contact info for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of ....., advisor/consultant to...]</i>		

	<i>For references: Tel..... / e-mail.....; Mr/Mrs B, deputy minister]</i>		

Present employer: \_\_\_\_\_ Employed since: \_\_\_\_\_ (month/year)

Years of working experience in the relevant field: \_\_\_\_\_

Membership in Professional Associations and Publications:

\_\_\_\_\_

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

\_\_\_\_\_

Adequacy for the Assignment:

Expert's "specific professional experience" for the project according to the staff qualifications requested in the TOR	Reference to Prior Work/Assignments (projects) that best illustrate the qualification
<p><i>List each mentioned qualification</i> e.g. "Demonstrated management experience"</p>	<p>Name of / reference project 1 Project country Position in the project Assigned tasks/responsibilities Duration of the assignment</p> <p>Name of / reference project 2 Project country Position in the project Assigned tasks/responsibilities Duration of the assignment <b>etc.</b></p>
<p>Etc.</p>	

## FORM TECH-6 (CONTINUED)

### Presentation of Staff Characteristics

The following data have to be indicated for the **key experts, and the backstoppers**. They have to be backed unambiguously by details in the CV. In case of contradictions found during evaluation, details of the CV prevail. Tables will be adjusted according to the number of proposed key staff. **Deductions will be made for wrong information.**

#### Team leader

Criteria	Name	
Professional education related to similar projects and post	Degree(s)	
General professional experience, from first job after relevant higher education*	Years	
Specific project-related experience as stated in the TOR	N° of projects with >1 year input	
Leadership experience (team leader)	N° of projects with > 1 year input	
Regional working experience*	N° of projects with > 1 year input	
Employment status with firm	Years as employee	
In case of associate/retainer: accumulated years during short- or long-term assignments for the bidder	Accumulated years	

#### International key staff

Criteria	Name	Expert 1	Expert 2	Expert 3
	Post / function			
Professional education related to similar projects and post	Degree(s)			

Criteria	Name	Expert 1	Expert 2	Expert 3
	Post / function			
General professional experience, from first job after relevant higher education*	Years			
Specific project-related experience as stated in the TOR	N° of projects with >six months input			
Regional working experience*	N° of projects with >six months input			
Employment status with firm	Years as employee			

### Local key staff

Criteria	Name	Expert 1	Expert 2	Expert 3
General professional experience	Years			
Specific project-related experience as stated in the TOR	N° of projects with >six months input			
Experience in international cooperation projects	N° of projects with >six months input			
Employment status with firm	Years as employee			

### Home Office Support (Backstopping, Management and Supervision)

Criteria	Name	Back-stopper 1	Back-stopper 2	Back-stopper 3
General professional experience	Years			
Specific professional experience (management and supervision of projects)*	Similar projects	Not applicable	Not applicable	Not applicable
Specific professional experience (backstopping of similar projects)*	Similar projects			

Criteria	Name	Back-stopper 1	Back-stopper 2	Back-stopper 3
Regional experience*	Similar projects			
Employment status with firm*	Years as employee			

\* The countries of the region are Bangladesh, Bhutan India (especially north eastern region), Myanmar and Nepal.

**\* Please highlight the information you used to complete the staff characteristics in the respective CV.**

**Faulty information will lead to a deduction of points or to zero points for the expert!**



### Form TECH-6 (Continued)

#### Expert List Form for the Expert Pool

No.	Name	Proposed position in the expert pool	Education / Degree	Project relevant expertise / relevant reference projects	Years of professional experience	Years with the firm*	Relevant regional experience (more than 6 months)
1	Peter Noname	Landfill expert	Master degree in civil engineering, 1995, University of XXX,	<u>Expertise:</u> <input type="checkbox"/> Landfill design <input type="checkbox"/> Waste treatment <input type="checkbox"/> Landfill operation <input type="checkbox"/> Design of SWM infrastructure  <u>Reference projects:</u> <input type="checkbox"/> ISWM project XXX, Uganda, 2008-2009 <u>Tasks:</u> landfill design  <input type="checkbox"/> Landfill extension XXXX, Albania, 2010 - 2011 <u>Tasks:</u> landfill design, leachate treatment	22	FE	Georgia, Turkey
2				<input type="checkbox"/>			
3				<input type="checkbox"/>			
4				<input type="checkbox"/>			

\* For associated experts (e.g. with retainer contracts or formal agreements) complete column with "AE", for freelance experts without long term association agreements complete column with "FE"

**FORM E/QUAL****Continued Eligibility and Qualification**

<b>Name of Consultant</b>
<b>Name of the JV Member (if applicable)</b>

*[Insert one of the two options, as applicable:*

"We hereby certify that none of the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification."

*or,*

"We hereby certify that the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification. The changes are provided in the attached form(s):"

*[Mark the form(s), containing changes in the eligibility and qualification information and attach the form(s) including the actual information and data to the Proposal.]*

- Declaration on Conflict of Interest and of Submitting a Proposal
- Declaration of Association
- Financial Capacity Statement
- Project Experience
- List of Available Personnel and Human Resource Capacity

**Section IV. Financial Proposal - Standard Forms**

FIN-1 Financial Proposal - Submission Form

FIN-2 Financial Proposal - Cost Breakdown

These forms shall be used according to the instructions provided in Section II.

**FORM FIN-1**  
**FINANCIAL PROPOSAL - SUBMISSION FORM**

*[Location, Date]*

To: *[Name and address of Employer]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures]*, excluding of all indirect local taxes in accordance with Clause 25.1 in the **Data Sheet**. The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations. *[Please note that all amounts shall be the same as in Form FIN-2].*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the **Data Sheet**.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

*[If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."]*

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

*[For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached]*

## FORM FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN

The Consultant shall use the following templates for his financial offers for Phase I and Phase II. The Consultant shall assign the cost for equipment workshops, and training to the two phases according to his approach.

### Cost overview

N°	Cost item	Total in EUR
1.	International staff cost	0
2.	Local staff cost	0
3.	Allowances and accommodation	0
<b>Sub-Total – Staff cost (Items 1 -3)</b>		<b>0</b>
4.	International travel costs	0
5.	Local travel & transport cost	0
6.	Project office	0
7.	Reports and documents	0
<b>Sub-Total Logistics and transport (Items 4 -7)</b>		<b>0</b>
<b>Sub-Total – Fees, transport and logistics (Items 1 -7)</b>		<b>0</b>
8.	Equipment cost	25.000
9.	Miscellaneous cost	75.000
<b>Sub-Total – Other cost (Items 8 - 9)</b>		<b>100.000</b>
<b>Total Cost - Lump Sum Services</b>		<b>100.000</b>

## Detailed cost breakdown

N°	Description	Unit	0		
			N° of units	Unit cost (€)	Proposed Cost (€)
<b>1.</b>	<b>International Staff Cost</b>				
1.1	International Chief Technical Officer (CTO) – Team leader	Months			0
1.2	International Expert Pool members	Months			0
<b>Sub-total 1: MM /Foreign Staff Cost</b>			<b>0,00</b>		<b>0</b>
<b>2.</b>	<b>Local Staff Cost</b>	Months			
2.1	National Project Management Expert	Months			0
2.2	National Training and Capacity Building Expert	Months			0
2.3	National Financial Management and Control Audit Expert	Months			0
2.4	National Environment/Social Safeguards and Audit Expert	Months			0
2.5	Local Expert Pool members	Months			0
<b>Sub-total 2: MM / Local Staff Cost</b>			<b>0,00</b>		<b>0</b>
<b>3.</b>	<b>Allowances and Accommodation</b>				
3.1	Allowances	Months			0
3.2	Accommodation	Months			0
<b>Sub-total 3: Allowances and Accommodation</b>			<b>0,00</b>		<b>0</b>
<b>4.</b>	<b>International Travel</b>				
4.1	International return flights	flights			0
4.2	Complementary travel costs (return flight)	flights			0
4.3	Other international flights	flights			0
<b>Sub-total 4: International Travel</b>		<b>reimbursable</b>			<b>0</b>
<b>5.</b>	<b>Local Travel and Transport Cost</b>				
5.1	Vehicle lease/rent or use of own vehicles	Months			0
5.2	Vehicle O&M incl. driver, assurance, repairs	Months			0
5.3	Other local transport (short-term, peak)	Lump sum			0
5.4	Local flights	Flights			0
<b>Sub-total 5: Local Travel and Transport Cost</b>					<b>0</b>
<b>6.</b>	<b>Project Office</b>				
6.1	Office rent	Months			0
6.2	Office operation	Months			0
6.3	Auxilliary support staff	Months			0
<b>Sub-total 6: Project Office</b>					<b>0</b>
<b>7.</b>	<b>Reports and Documents</b>				
7.1	Reports	Lump sum			0
7.2	Documents	Lump sum			0
<b>Sub-total 7: Reports and Documents</b>					<b>0</b>
<b>8.</b>	<b>Equipment</b>				
8.1	Equipment	reimbursable	1	25.000	25.000
8.2		reimbursable			0
8.3		reimbursable			0
<b>Sub-total 8: Equipment</b>					<b>25.000</b>
<b>9.</b>	<b>Miscellaneous Items and Services</b>				
9.1	Workshops	reimbursable	1	25.000	25.000
9.2	Training	reimbursable	1	50.000	50.000
9.3	Others	reimbursable			0
<b>Sub-total 9: Miscellaneous</b>					<b>75.000</b>
<b>10. Total Cost</b>					<b>100.000</b>

## **Explanations regarding the information contained in the Financial Proposal Form FIN 2**

Important note: Each sub-item to be offered as lump sum shall be specified in the respective unit according to the Detailed Cost Calculation sheet. In case of lump sum packages the rates presented here shall only be used to demonstrate the basis for calculation of services and, if needed, for payments of possible additional services. In case of time-based packages the relevant lump sum unit rates shall be used for payments according to the actual quantities.

The Financial Proposal shall be structured as detailed in Form FIN 2 above and be calculated inclusive of all ancillary cost as detailed below.

### Item 1 Staff Cost

These items shall include international and local/regional staff monthly home office rate, including salary, social charges and overhead cost, bonus, home office cost, all medical examinations, internal professional training, back-up services from home office (professional, personal and administrative), cost of IT equipment, company's professional insurance, risk and profit. In addition, staff rates for local staff shall include accommodation and allowance for occasional local travel within the Employer's country unless the assignment foresees extensive travel in the Employer's country. In such case the Consultant shall offer it separately.

Absence for vacation of staff as applicable in the Consultant's home office for foreign staff and in the Employer's country for local staff shall be deemed to be included in the unit staff rates, as well as sick leave up to the same amount. Unless otherwise specified in this RFP backstopping services from the home office are deemed to be included in the overhead cost.

### Item 2 - Allowance and accommodation

This item shall include for all foreign long term and short-term staff as the case may be hotel fee, rent, furniture and running cost for flats/houses and, if necessary, also for local staff.

### Item 3 - International Travel Cost

This item shall include:

- international air fares, including complementary travel cost (e.g. transfer cost to and from airports, visa, airport tax, excess baggage and / or air freight, medical expenses, visa, etc.) per round trip.
- air fares for inspection flights (including cost elements as above), if any

### Item 4 – Local Travel & Transport Cost

This item shall include:

- lease or rent of project vehicles or depreciation cost of vehicles owned by the Consultant as lump sum item per month of operation (for acquisition of vehicles under the project budget and the related procedures refer to item g) hereunder);



- running cost of own or leased/rented vehicles as a monthly lump sum item per car including gasoline, oil, tires and other consumables, all risk insurance, maintenance and repair costs as well as costs for driver;
- cost for local air, road and rail travel, if any
- taxi costs for local transport demand peaks, if any.

#### Item 5 - Cost for the Local Project Office

This item shall include office rent, auxiliary and office staff cost and office operation cost (including cleaning, electricity, water, heating, air conditioning, insurance, telecommunication, international and local freight, etc. and all office consumables).

#### Item 6 - Production of Reports

This item shall include reports and, if applicable any other documents to be produced/purchased in the frequency, number of copies and the format as specified in the TOR and include transport cost and distribution to the addresses as specified in the TOR. The cost of photo and video documentation of the project progress, whether specifically taken and used for the reports or not, shall be deemed included in the relevant lump sum item.

#### Item 7 – Equipment Cost

Unless otherwise specified all equipment purchased under this item shall be handed over to the Employer upon completion of the services taking into account normal wear and tear under the operational conditions of the project.

In case Equipment Cost items are not specified explicitly in ITC 16.1 or the TOR the following applies:

The Financial Proposal shall include procurement of all office and work equipment like vehicles (other than leased/ rented or owned by the Consultant), furniture, appliances, survey, measuring and test instruments etc., which the Consultant deems necessary for the execution of the project. In this case the respective cost will be reimbursed upon presentation of documentary evidence in the currency as occurred or in the project currency at the exchange rate of the invoice date. No handling charges will be accepted.

Note: Procurement of goods and services for the project implementation through a disposition fund or otherwise has to be managed and controlled through inclusion of qualified and adequate staff in the team.

#### Item 8 - Miscellaneous Cost

This item shall include all expenses and cost items that might not be covered by the above categories but are considered required in this assignment. The following examples may fall under miscellaneous cost:

- acquisition of town maps, aerial photographs, satellite images
- rental of project equipment (e.g. for geophysical surveys)
- topographical and soil surveys for sites and pipeline alignments
- workshop / factory inspection cost

- study tours for counterpart personnel
- preparation and management of workshops and seminars
- training measures or any other special services executed by third parties
- contingency funds or other provisional sums for services or expenses deemed necessary.

In case Miscellaneous Cost items are not specified explicitly in ITC 16.1 or the TOR the following applies:

The Consultant shall include in its Financial Proposal such items considered necessary for the fulfilment of the requirements of the TOR. In this case the respective cost will be reimbursed upon presentation of documentary evidence in the currency as occurred or in the project currency at the exchange rate of the invoice date. No handling charges will be accepted.

**General remarks:**

- The Financial Proposal shall be structured as detailed in Form FIN 2 above. Changes to the structure require the approval of the PEA.
- Auxiliary support staff (driver, secretary etc.) must be included in the office operation cost.
- The multiplications in the tables must show correct results. If there are odd numbers, you may need to use the rounding function in Excel to get correct results. Failure to comply with this rule may result in the deduction of points
- The read-out prices must not have decimals.

## 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 misprocurement 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:

<b>Coercive Practice</b>	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.
<b>Collusive Practice</b>	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
<b>Corrupt Practice</b>	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 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 Organisation<sup>6</sup> (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



**Abbreviations**

ESMF	Environmental and Social Management Framework
ESS	Environmental and Social Standards ()
FC	Financial cooperation
GoM	Government of Meghalaya
IMC	Implementation Management Consultant
KfW	Kreditanstalt für Wiederaufbau
MBMA	Meghalaya Basin Management Agency
PEA	Project Executing Agency
PMU	Project Management Unit
PoP	Packages of Practices
SHG	Self-Help Groups
SC	Steering Committee
SoE	Statement of Expenditure

## 1 Background

The Meghalaya State has three agro-climatic zones, and over 70% of the state is covered with forests, albeit in an increasingly degraded state. In the past three decades. The economic contribution of Meghalaya's agricultural sector has come down significantly from 40% to around 15%. However, 83% of the state's population is still dependent on agriculture.

Further, the majority of farming households are small and marginal who predominantly practice subsistence agriculture (82% of the State's total cropped area). Out of the State's total geographical area, the net sown area stands at 11 % - with some districts having a total share as low as 3%. Agriculture predominantly depends on rainfall, with only 39% of the net sown area under irrigation. Most of the produce is naturally grown with little or no chemical inputs. Nonetheless, it is observed that consumption of chemical fertilizers and pesticides is comparatively higher in small and marginal holdings which constitutes 63% of the total land treated with chemical fertilizers and 77% of the total nutrient consumption. Agricultural produce is sold or consumed with little or no processing/value addition. Further, extension services to farmers are limited, and agricultural knowledge and skills are largely based on traditional practices - not least due to low population densities and the challenging geography. This lack of information access is coupled with lacking access to suitable agricultural inputs and livestock feed. The farmers neither possess the right skill sets for better production nor the technology as a means for enhancing production.

Acknowledging these challenges and risks, the Government of Meghalaya (GoM) has introduced the '**Farmer Mobilization Project**'. That scheme aims at putting the State's agricultural sector on a sustainable trajectory - notably by enhancing productivity, facilitating employment opportunities, promoting natural and organic farming practices among rural households and by supporting sustainable value chains. With regard to the latter, one of GoM's strategic elements is the development of "Missions" for key commodities, such as Lakadong turmeric, ginger, jackfruit, mushroom, honey and muga silk. The promotion of agribusinesses and agricultural entrepreneurs in the sector is considered an important element in that context. The Programme (grant and loan component) particularly aims at reaching out to the marginal and small, preferably poor farmers in Meghalaya's eleven districts.

## 2 Programme Layout

With a view to supporting GoM's above stated plans, the KfW financed **grant project** (grant component) has been designed. The corresponding larger-scale **loan component** (German financial cooperation (FC) project through KfW) at an estimated volume of up to 50 million EUR is currently being prepared.

The **grant project** aims at preparing and supporting the implementation of the loan component. Its preparatory phase (Phase I) is expected to lay the ground for the loan-financed financial cooperation (FC project). On a pilot basis, natural/ organic farming practices and at supporting sustainable value chains in the sector will be promoted. During its Phase II, the grant component will support the implementation of the loan component, which is to scale up the pilot results of Phase I by replicating them across the entire State of Meghalaya.

The utilisation of grant funds has been categorized into two phases. Phase I of the grant is proposed to be primarily utilized for programme preparatory activities whereas Phase II of the grant is proposed to be utilized for programme implementation support activities.

The major activities proposed to be carried out under the grant project includes the following:

Programme Preparatory Phase (Phase – I)	Programme Implementation Phase (Phase – II)
1. Baseline assessment	1. Implementation Management Consultant (Program Phase)
2. Implementation Management Consultant (Preparatory Grant Phase)	2. Monitoring and Evaluation (Mid-term and End-term assessment)
3. Conducting the KAP Survey	3. Communication & Monitoring
4. Development of PEA (MBMA) set up for the programme	4. Research Publications
5. Pilot Project activities for Farmers' Mobilization project	
6. Capacity building of the PEA Staff	
7. Development of material for Mobilization and Capacity Building	
8. Deployment of NGO for Farmer Mobilisation	

The main elements of the **loan component**, which is subject to Financing and Separate Agreement under way are:

- Definition of agro-ecological farming practices (especially for traditional practices) and introduction among pilot producer groups.
- Introduction of practicable and verifiable Packages of Practices (PoP) for traditional farming methods on key commodities (such as vegetables, spices, grains etc.), which comply with acknowledged agro-ecological principles.
- Support to the development of functional, viable value chains including for selected "Mission" commodities replicating existing success stories (Lakadong Turmeric and Jackfruit).
- Establishment of a fully operational Project Management Unit (PMU) within MBMA and a functional institutional arrangement proposed for the project as part of pilot implementation.
- Elaboration and introduction of a comprehensive "Environmental and Social Management System" (ESMS) in compliance with international good practice.
- Targeted support to Producer Groups/ Self-Help Groups (SHG), and other entities especially in the field of processing and marketing agro-ecological commodities.
- Completion of baseline surveys for state-of-the-art impact monitoring in socio-economic and environmental terms.
- Establishment of a monitoring system of beneficiaries and benefits.
- Establishment of an accredited fully equipped certification institute in Meghalaya (within BRDC)

The target group for the entire project is estimated at 230,000 farm households across all 11 districts of Meghalaya State. For the preparatory Phase 1 of the Grant Component the target group is 4,000 farm households and 2,000 ha covered.

## 2.1 Project Executing Agency

GoM assigns the role of the Project Executing Agency (PEA) to the Meghalaya Basin Management Agency (MBMA). Within MBMA, a designated Project Management Unit (PMU)

will exclusively facilitate project implementation at State, District, Block and village levels (operational management, selection and appraisal of individual projects, definition of support modalities and incentives for farm families, disbursement to channel partners, transition aid for registered farmers and implementation of the Environmental and Social Mgt. System/ ESMS).

Furthermore, MBMA will manage the interfaces with other agencies like iTEAMS, ATMA and BRDC. It is envisaged that MBMA will conclude cooperation agreements with those – and possibly other - public institutions, clearly outlining human resources, job descriptions, workplans and deliverables until mid-2023 (grant preparatory phase). Such cooperation agreements will be communicated, in their draft version and in due course, to KtW for no-objection prior to the first disbursement of Project funds. The quality of the cooperation will be reviewed by MBMA on a quarterly basis and reported in the S C. Detailed arrangements are to be specified by virtue of an Operational Manual during the project inception phase.

It is also considered desirable, to try at the pilot level, to converge with Meghalaya State Rural Livelihood Society (MSRLS) to work with the SHG model for farmer mobilisation as one of the options.

A Steering Committee (SC) shall guide, advise and approve Project planning and implementation. The SC will be chaired by the Chief Secretary and include Principal Secretaries of the concerned government departments, key staff of MBMA and other "external" stakeholders, on invitation as considered beneficial for the project and for the SC Meeting.

The number of such external stakeholders to be represented in the Steering Committee shall be determined during the inception phase. An operational manual shall define clear responsibilities, memberships in committees, interfaces, communication mode, clear appraisal guidelines with eligibility criteria for interventions and beneficiaries to be supported as well as decision making arrangements and mechanisms. In the initial phase the SC should receive progress reports quarterly, follow up more often as annually according to the developments of the grant and loan component and provide guidance on the further design of pilot measures

## 2.2 Programme Objective and Results

The overall programme objective reads as follows: *Public and private interventions to improve the sustainable management of natural resources, minimise the risks of climate change and increase productivity, income, and employment in rural areas.*

The objective of Phase I of the grant component is: *With the help of an efficient, functional support structure, sustainable land management practices and value chains are established on a pilot basis, are operational and are ready for replication/ roll-out at State level.*

The following outputs or results were defined for Phase I prior to launching the subsequent loan project:

- Result Area 1: Fully operational Project Management Unit (PMU) established, with sufficient and adequately skilled staff as well as state-of-the-art operating procedures, guidelines, cooperation agreements, etc. and ready for loan component implementation
- Result Area 2: Introduction of practicable and verifiable Packages of Practices (PoP) for traditional farming methods on key commodities (such as vegetables, spices, grains etc.), which comply with acknowledged agro-ecological principles

- Result Area 3: At least 20 producer groups/ PG bindingly commit themselves to applying agro-ecological farming practices on a pre-defined acreage
- Result Area 4: Development of functional, viable value chains for at least two "Mission" commodities (Lakadong Turmeric and Jackfruit).

The detailed results matrix for Phase I is shown in Annexe 1. The results matrix for Phase II will be prepared during the execution of Phase I.

### 3 IMC's Scope of Work

The IMC will support MBMA and its PMU in the preparation and implementation of the loan component (the project). The project comprises the grant components Phase I and Phase II.

In **Phase I**, the Implementation Management Consultant (IMC) will provide the overall support in project management according to KfW procedures (activity planning, procurements, annual budgets, financial management/disbursements, countersign requests, reporting, operational planning, and review of results; assist in preparation and review of ToRs for various studies). In addition, other responsibilities include operational support, monitoring and evaluation support development, *Environment & Social* support Framework. The IMC, amongst others, will also countersign the requests for disbursement.

In **Phase II**, the Implementation Management Consultant (IMC) will provide the overall support in project management according to KfW procedures in the Program Implementation Phase. In addition, the responsibilities of IMC include operational support, marketing support, Monitoring and Evaluation support among others, as and when required. The IMC, amongst others, will also countersign the requests for disbursement.

The IMC will receive a contract for Phase I and Phase II. In the very unlikely case that the financial and separate agreement for the loan component is not signed, Phase II of the contract will not come into force.

The IMC will be responsible to replaced staff/consultant in case of any resignation or discontinuation of the staff contract.

#### 3.1 General project management support

The support responsibilities of the IMC towards the PMU and the PEA will include but are not limited to the following:

- Activity planning and review of results
- Procurements
- Annual budget planning and follow-up
- Financial management
- Reporting
- Disbursement management.

N.B: - After the end of Phase 1, the KfW and PEA (MBMA) and Government of Meghalaya will review the performance of the IMC in a detailed manner. In case they are found to be competitive and adding value, they will be considered for Phase 2 with appropriate changes. Such review will take place every 6 months. The review report will be submitted and discussed by MBMA with KfW and then on a tri-partite basis in order to increase the efficiency.

The Consultants should prepare an alternate plan/ fall back mechanism in order to be able to facilitate the work even during the unforeseen situation.

### 3.1.1 Disbursement management

Disbursements will be made based on the Terms of Payments as agreed upon in the Contract Agreement. The direct disbursement (Consulting Services) and simplified reimbursement procedures (all other goods and services) of the German Financial Cooperation will be applied.

The Consultant will support MBMA's disbursement management as follows:

- 1) examine whether the invoice(s) and additional documents for the disbursement request are complete and whether contractual requirements to receive payments have been fulfilled. Disbursement will be made in phases depending upon the progress report of the work completed during the period of invoice raised, as detailed in the Terms of Payment viz.
  - a) determine whether the supplies and services invoiced have been performed according to the respective contract.
  - b) (in case of supply contracts) examine, based on random sampling, whether amounts and budget lines as stated in the invoice correspond to those as stipulated in the contract;

In case the contractor has submitted a Statement of Expenditure (SoE) or bill of quantities, the Consultant will examine whether cumulative expenditures do not exceed budget lines and whether cumulative expenditures are in coherence with the SoE or bill of quantities previously submitted.

- c) (in case of construction contracts) examine, whether main budget lines as presented in the invoice correspond to those as stipulated in the contract, whether cumulative expenditures do not exceed budget lines and whether cumulative expenditures are in coherence with previously submitted SoEs based on the bill of quantities.
  - d) if the SoE or bill of quantities submitted by the contractor does not fulfil the requirements as mentioned in 1.b) and 1.c), request a non-objection to the disbursement of the responsible project manager at KfW, and will attach related documentation to the invoice.
  - e) check whether advances have been cleared / worked off and retention money has been deducted according to contract.
  - f) examine whether price adjustments are applicable and are calculated in line with the contract.
  - g) examine whether further documentation, such as transport and / or delivery certificates, is required, whether such documentation meets the formal requirements as stipulated in the contract(s) and whether the items and amounts presented on the respective documents are correct.
- 2) examine whether the disbursement request meets the requirements as stated in the underlying agreement between KfW and the Employer, (such as the Separate Agreement, and particularly in the Annex "Disbursement Procedure", hereafter defined as the "Underlying Agreement").

In particular, the Consultant will ensure that:

- a) each disbursement request corresponds to the form provided in the Underlying Agreement.
  - b) the amount of the disbursement request only includes expenditures/costs to be financed by KfW, e.g. all the payments to be release against invoices raised will be net of applicable taxes.
  - c) in case of joint financing of the respective programme, the financing share to be delivered by the Borrower/Recipient/Project Executing Agency has been considered.
  - d) bank details provided on the disbursement request and on the invoice are the same, and if applicable, correspond to those as stated in the contract.
- 3) in case the simplified reimbursement procedure is being applied, examine in addition to items 1. to 3. whether
- a) evidence on the use of funds has been presented in the form of an SoE as stipulated in the Underlying Agreement;
  - b) cumulative expenditures do not exceed budget lines as stipulated in the contract and that cumulative expenditures are in coherence with previously submitted SoEs;
  - c) expenditures as presented in the SoE correspond to services due/invoices submitted by the contractors;
  - d) expenditures as presented in the SoE have already been disbursed to contractors / service providers.

If the SoE submitted by the contractor does not fulfil the requirements mentioned above, the Consultant will request a non-objection to the disbursement of the responsible project manager at KfW, and will attach related documentation to the SoE.

In so far as the above-mentioned conditions are met, the Consultant will

- a. provide a confirmation for the benefit of, and addressed to, KfW that the contractual obligations have been met and payment has fallen due; such confirmation to be provided on or prior to the submission of each disbursement request and in such form as the Employer may request in accordance with the Underlying Agreement.
- b. hand over all relevant documentation to the Employer/Authorised Party. However, as long as documents remain with the Consultant, KfW reserves the right to obtain originals and copies of such documents.

### 3.2 Operational support

The support responsibilities of the IMC will include but are not limited to the following:

- Support in development of the operational manual for the programme including for the loan component. The manual shall include selection criteria for various aspects of the programme including partner NGOs, beneficiaries and suitable areas for conducting the pilot projects
- Support in validating (and possibly adjusting) the Feasibility Study's findings
- Assist to develop and review ToRs / job descriptions for the PMU/ partners/consultants
- Support in developing co-operation agreements with programme partners
- Support in develop and review of MoUs with technical support agencies
- Assist in the supervision of performance of contractors/ service delivery agreements
- Support design of research strategy of BRDC

### 3.3 Marketing

The support responsibilities of the IMC will include but are not limited to the following:

- Support the market analysis and marketing strategy for organic and natural farming produce in the domestic and international markets including identification of potential buyers, provide advice on various activities such as pricing, branding, packaging etc., certification requirements and other buyer criteria. Due consideration will have to be devoted to exploring options for using online marketing etc.
- Assist in the development of frameworks to promote private sector agri-entrepreneurs within the State.

### 3.4 Monitoring and Evaluation

The support responsibilities of the IMC will include but are not limited to the following:

- Review the M&E systems of MBMA including the MIS architecture and align it with the requirements of the programme
- Assist in review and reporting on indicators / results / deliverables under the programme.

### 3.5 Environment and Social

The support responsibilities of the IMC will include but are not limited to the following:

- Support the preparation of ESMF framework in line with KfW guidelines. The framework will cover aspects such as land tenure rights with respect to farming activities, ensuring inclusive approach covering various farming households.

### 3.6 Capacity Building

The support responsibilities of the IMC towards the PMU and the PEA will include but are not limited to the following:

- Support in development of capacity building material developed under the programme
- Support in capacity building of PMU and programme partners
- Provide support in development of capacity building framework of farmers/ PGs/ FPOs

## 4 Consultant's Staff Requirements

The IMC shall provide the following **key experts**:

1. International<sup>7</sup> Chief Technical Officer (CTO) – Team leader
2. National Project Management Expert -
3. National Training and Capacity Building Expert

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<sup>7</sup> International experts have an expertise that complies with international standards and regulations. They also have proven work experience outside their home country (number of Projects).



4. National Financial Management and Control Audit Expert
5. National Environment/Social Safeguards and Audit Expert

The above key experts are intermittent positions. The experts will be stationed in Shillong, Meghalaya but will undertake field visits in the intervention areas of the Project. A key expert position can only be filled by one person.

The key experts will be supported by a **pool of local experts** which will provide the following expertise:

- Procurement
- Marketing
- Credit Linkage
- Others if needed

Besides the key and local experts, the IMC must provide sufficient capacities for **backstopping, monitoring and supervision** from the home office. A team with up to three members shall be proposed. Additional team members (backstoppers) are possible, but they will not be considered in the evaluation.

Only the CVs of the key experts (5) and the backstoppers (maximum 3) must be submitted and will be evaluated. The general quality of the expert pool will be assessed using the FORM TECH-6 (see Expert List Form for the Expert Pool). Experts on this list are not finally accepted. They must be approved by the PEA prior to each expert's first mission upon presentation of their CVs.

The profiles of the key experts and backstoppers for this contract are as follows:

#### **4.1 International Chief Technical Officer (CTO)**

##### Qualifications and skills:

- University degree (at least Master's degree) in agriculture, agribusiness, or related subjects
- Proven negotiation and moderation skills with senior decision makers
- Computer skills (MS Office software)
- Excellent interpersonal and communication skills
- Fluent in English

##### General professional experience:

- 20 years working experience
- Management experience

##### Specific professional experience:

- Demonstrated technical expertise with marketing of agricultural products and agribusiness (work done to be attached)

- Experience with the enhancement of agricultural value chains (work done to be attached)
- Experience with International Lending Organizations such as IFAD, World Bank, KfW guidelines and operational procedures such as finance, disbursement, ESMF, procurement etc.
- Working experience in developing countries (work done to be attached)

#### **4.2 National Project Management Expert**

##### Qualifications and skills:

- University degree (at least Master's degree) in agriculture, management, or related subjects
- Negotiation and moderation skills with senior decision makers
- Computer skills (MS Office software)
- Excellent interpersonal and communication skills
- Fluent in English

##### General professional experience:

- 15 years working experience.

##### Specific professional experience:

- Demonstrated project management experience (work done to be attached)
- Experience with international cooperation projects (work done to be attached)
- 7 years of experience as a key expert for Projects with similar magnitude and complexity
- Experience with international cooperation projects (work done to be attached)

#### **4.3 National Training and Capacity building Expert**

##### Qualifications and skills:

- University degree (at least Master's degree) in management, education, or related subjects
- Negotiation and moderation skills with senior decision makers
- Computer skills (MS Office software)
- Excellent interpersonal and communication skills
- Fluent in English

##### General professional experience:

- 15 years working experience

##### Specific professional experience:

- Demonstrated expertise in capacity development (work done to be attached)

- Experience in the Training Needs Assessment(TNA) and training plan deployment (work done to be attached)
- Experience with stakeholder training
- Experience with capacity development in public organisations (work done to be attached)
- 7 years of experience as a key expert for Projects with similar magnitude and complexity in developing countries

#### **4.4 National Financial Management and Control Audit Expert**

##### Qualifications and skills:

- University degree (Master's degree) in economics, financing, or related subjects
- Negotiation and moderation skills with senior decision makers
- Computer skills (MS Office software), Public Financial Management System (PFMS), Tally Accounting Software.
- Excellent interpersonal and communication skills
- Fluent in English

##### General professional experience:

- 15 years working experience

##### Specific professional experience:

- Demonstrated expertise in financial management and planning (work done to be attached)
- Experience with International Lending Organizations such as IFAD, World Bank, KfW disbursement guidelines
- Experience in conducting sampled field check and payroll audit
- 7 years of experience as a key expert for Projects with similar magnitude and complexity in developing countries
- Experience with international cooperation projects (work done to be attached)

#### **4.5 National Environment/Social Safeguards and Audit Expert**

##### Qualifications and skills:

- University degree (Master's degree) in engineering, biology, or related subjects
- Computer skills (MS Office software)
- Excellent interpersonal and communication skills
- Fluent in English

##### General professional experience:

- 15 years working experience

Specific professional experience:

- Experience with environmental and social assessments and the development and application of respective safeguard instruments (ESMP, SEP, LRP) in line with World Bank Environmental and Social Standards (ESS) of IFC Performance Standards (PS) as well as relevant EHS-Guidelines of World Bank Group
- Experience with developing Environmental and Social Management Frameworks (World Bank standards)
- Working experience in developing countries
- Experience with international cooperation projects (work done to be attached)

**4.6 Local expert pool**

The required qualifications of the local expert pool members comprise:

- 12 years working experience
- Demonstrated expertise and experience in the relevant subject
- Regional experience in Meghalaya is an advantage

**4.7 Supervision and backstopping staff**Qualifications and skills:

- University degree in economics, engineering, or related subjects
- Good interpersonal and written communication skills.
- Fluent in English

General professional experience:

- 12 years working experience in the solar sector

Specific professional experience:

- Demonstrated experience with Project management and supervision or technical backstopping (work done to be attached)
- Regional experience is an advantage (work done to be attached)

If, at the beginning of contract negotiations, the proposed key staff of the first ranked Consultant will not be available in parts or in total for reasons other than proven health reasons, the negotiation will be broken off. The contract negotiations will continue with the second ranked Consultant.

**5 Project Implementation and Logistics**

The planned project duration is 78 months. Thereof, 18 months for Phase I and 60 months for Phase II.

The grant component of the project is fully financed. However, services for Phase II can only be commissioned if the financing and separate agreements of the loan component are signed.

The main part of the consultant activities will take place in Phase I and at the beginning of Phase II. After that, they will be gradually reduced until only some quality assurance remains (out phasing of consultant activities).

The estimated staff input is shown below:

		Expert	Units (man months)
<b>Phase I</b>			
1	International Experts		
1.1	Chief Technical Officer (CTO) - Marketing/ agribusiness expert with experience in KfW ESMF and KfW operational procedures such as finance, disbursement, procurement etc.		4
2	National Experts		
2.1	Project Management Expert - with experience in KfW operational procedures (team leader)		4
2.2	Training and Capacity building Expert		2
2.3	Financial Management and control audit Expert – with experience in conducting sampled field check and payroll audit		2
2.4	Environment/ Social Safeguards and audit Expert		2
2.5	Expert pool members		4
2.6	Total Number of Man-months Phase I (International & National)		18
<b>Phase II</b>			
1	International Experts		
1.1	Chief Technical Officer (CTO) - Marketing/ agribusiness expert with experience in KfW ESMF and KfW operational procedures such as finance, disbursement, procurement etc. (team leader)		12
2	National Experts		
2.1	Project Management Expert - with experience in KfW operational procedures (deputy team leader)		8
2.2	Training and Capacity building Expert		8
2.3	Financial Management and control audit Expert		8

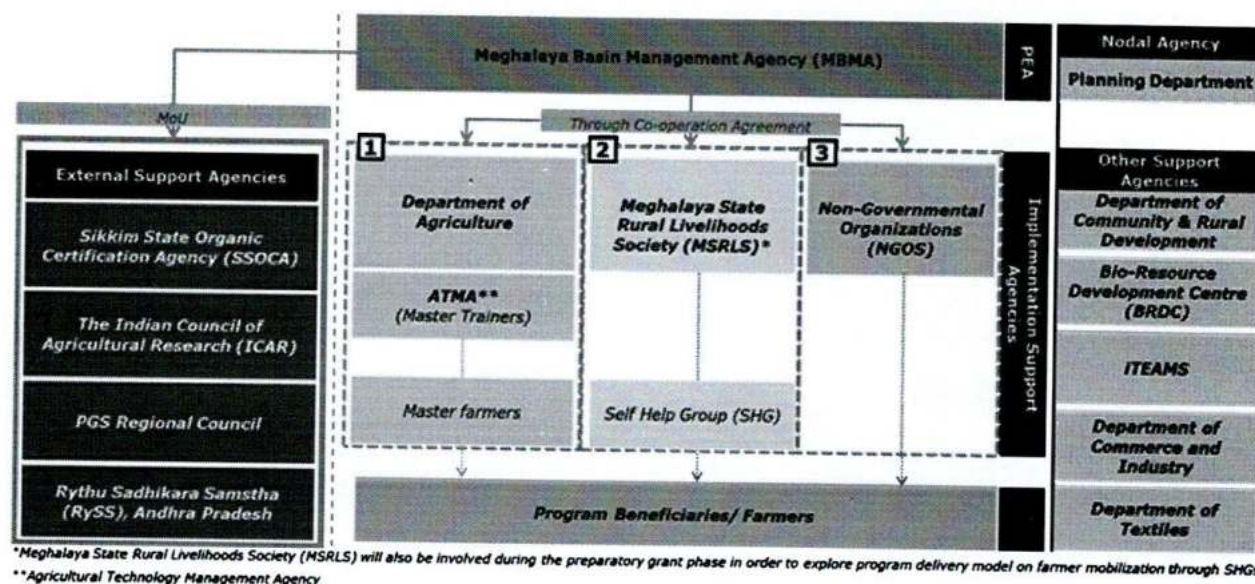
Expert		Units (man months)
2.4	Environment/ Social Safeguards and audit Expert	8
2.5	Expert Pool members(Procurement, Marketing, Credit Linkages)	16
2.6	Total Number of Man-months Phase II (International & National)	60
3	Total number of man-months Project	78

MBMA will provide the office space and any other related office support etc. to the IMC as well as nominating a designated focal point/ key account person (and a substitute in cases of non-availability) to act as the Consultant's "first port of call".

Transportation and office equipment/operation will be borne from the Project as and when required.

100.000 EUR (reimbursable cost) are foreseen for training (50.000 EUR), workshops (25.000 EUR), equipment, etc (25.000 EUR), if required.

The proposed implementation arrangement is shown below:



## 6 Project Reporting

The IMC will support MBMA to fulfil its reporting obligations to KfW which includes half-yearly progress reports. The reports will be submitted by the PMU to KfW within six weeks after the end of a given reporting period.

Regarding his own activities, the IMC will submit half-yearly activity reports to MBMA and KfW no later than four weeks after the end of the period under review. At the end of his assignment, he will prepare a Final Report

## 7 Additional Information

The following documents provide further information and complete these TOR:

- Programme design (Feasibility Study) for the FC contribution to Farmer Mobilization Project in Meghalaya - Final Feasibility Report, Deloitte, April 2021

**Annexe 1:****Results Matrix/ Log-frame for Grant Component (Preparatory Phase)**

Annex 1: Results Matrix Name of FC project <b>Sustainable Land Management Meghalaya (Grant Component)<sup>1</sup></b>	Project no. (BMZ-No.): <b>202067973</b>
Country/Region <b>India</b>	Results Matrix compiled in January 2021

Objectives	Indicators	Sources	Assumptions
<p><b>DC-programme objective:</b></p> <p><i>Public &amp; Private interventions improve sustainable natural resource management, minimize climate change risks and increase rural productivity, income and employment</i></p>	<p>DC-programme indicator:</p> <p><i>Area (in ha) that is enrolled for sustainable agriculture is increased</i> <u>Baseline value:</u> 0 <u>Target value:</u> 2000 ha pilot area by the end of 2022 for natural and organic missions</p> <p>DC-programme indicator:</p> <p><i>Number of farm households, who benefit from the programme measures of sustainable resource management</i> <u>Baseline value:</u> 0 <u>Target value:</u> 4000 pilot farmer households enrolled for natural farming and organic missions by the end of 2022</p> <p>DC-programme indicator:</p> <p><i>The innovative climate and environmental approaches are entrenched in</i></p>	<p><i>Assumption: 4000 small &amp; marginal farm households X 0.5 ha</i></p> <p><b>Enrolled farmers</b> mean farmers who have been trained on one of the four farming practices</p>	Do not fill!

**NB:** PHASE II of GRANT COMPONENT will align with the Results Matrix of the LOAN COMPONENT/ LC (t.b.d. during appraisal of Loan Component)



Objectives	Indicators	Sources	Assumptions
	<p><i>overarching programs and political processes</i></p> <p>Baseline value:0</p> <p>Target value: Meghalaya Natural Farming Program established and ready for roll out by support of the Loan Component</p> <p>Target value: up to 6 Meghalaya Missions selected for roll out by support of the Loan Component</p>	<p>Ready for rollout of Meghalaya Natural Farming practices means</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The PoP for good natural farming practices has been developed and</li> <li><input type="checkbox"/> Institutional set up (including M&amp;E) for upscaling the program across the State has been established</li> </ul>	
<p><b>Project objective, Grant Project Preparatory Phase (Phase I):</b></p> <p>Loan Project prepared by the participating institutions with clearly identified scalable replicable models for sustainable farming and enabling value chains.</p> <p>With the help of an efficient, functional support structure, sustainable land management practices and value chains are established on a pilot basis, are operational viably and are ready for replication/ roll-out at State level</p>	<p><b>Grant Project Preparatory Phase (Phase I)</b></p> <p>Outcome indicator: Main Project (Loan Component) prepared and ready to disburse at the latest by T+16 months</p> <p>Baseline value:0</p> <p>Target value:</p> <p>Actual value <sup>2</sup>:</p> <p>Achievable during project duration<sup>1</sup>: yes/no</p> <p>Outcome indicator 2: At least 20 Producer/ Self-Help Groups apply agro- ecological practices according to PoP or Indian certification standards on at least 60 ha</p> <p>Baseline value:0</p>		<p>Political backing &amp; sectoral as well as related State/ Union policies conducive to the roll-out of agro-ecological production modes</p>

<sup>2</sup> Only relevant for annual reporting, not for project proposal

Objectives	Indicators	Sources	Assumptions
	<u>Target value:</u> <u>Actual value</u> <sup>3</sup> :0 <u>Achievable during project duration</u> <sup>1</sup> : yes/no		
	Outcome indicator 3: At least 180 skilled PMU/ field extension staff (including ATMA, Master Farmers/ Farmer Friends, NGO and specialized contractual services) ready for project implementation deployed across Meghalaya's 11 districts  <u>Baseline value: 0</u> <u>Target value: 180</u> <u>Actual value</u> <sup>4</sup> : 0 <u>Achievable during project duration</u> <sup>1</sup> : yes/no		
	Outcome indicator 4: Processing and marketing capacities/ structures established for at least 2 "Mission" commodities  <u>Baseline value: 0</u> <u>Target value: 2</u> <u>Actual value</u> <sup>5</sup> :0 <u>Achievable during project duration</u> <sup>1</sup> : yes/no		2 blocks out of the 11 pilot blocks to be selected from the area of operations of 2missions

<sup>3</sup>Only relevant for annual reporting, not for project proposal <sup>4</sup>Only relevant for annual reporting, not for project proposal <sup>5</sup>Only relevant for annual reporting, not for project proposal

Objectives	Indicators	Sources	Assumptions
<p><b>Outputs for Grant Project Preparatory Phase (Phase I)</b></p> <p><i>Output A: PMU and related PIU established for Project roll out by the Loan Component</i></p>	<p><b>Output indicators Grant Project Preparatory Phase (Phase I)</b></p> <p><i>Indicator 1: Establishment of stream-lined MBMA PMU and establish Cooperation Agreements with project implementing agencies (ATMA, 1917iTEAMS, BRDC)</i></p> <p><u>Baseline value: 0</u></p> <p><u>Target value: 3 cooperation agreements (ATMA, BRDC, iTeams) concluded and cooperation rated against deliverables as successfully by GoM and KfW</u></p> <p><u>Actual value<sup>6</sup>: 0</u></p> <p><u>Achievable during project duration<sup>1</sup>: yes/no</u></p> <hr/>		<p>Sufficient incentives (i/t/o growing/ stable incomes, workload etc.) for farmers to adopt sustainable/ agro-ecological practices</p> <p>Adequate availability of "sustainable" inputs (like organic fertilizer, seeds etc.)</p> <p>Land tenure situation does not create adverse conditions for adopting sustainable practices</p>
<p><b>Output B: Enhanced Capacities of Participating Institutions and Producer Groups (PG) at the end of preparatory grant phase</b></p>	<p><b>Indicator 2: Capacity building/ Training conducted for the total staff deployed</b></p> <p><u>Baseline value: 0</u></p> <p><u>Target value:</u></p> <p><u>Actual value<sup>1</sup>:</u></p> <p><u>Achievable during project duration<sup>1</sup> (at the end of preparatory grant phase): yes/no</u></p>		

<sup>6</sup> Only relevant for annual reporting, not for project proposal

Objectives	Indicators	Sources	Assumptions
	<p><b>Indicator 3:</b> Minimum threshold achieved amongst PMU, PIA staff as well as PGs and farmers from the Knowledge, Attitude and Practice (KAP) survey or similar assessment</p> <p>Baseline value: 0 Target value: Improved Actual value<sup>1</sup>: Achievable during project duration<sup>1</sup>: yes/no</p>		
<p><b>Output C: Program Readiness</b></p>	<p><b>Indicator 4:</b> Development of Package of Practices (PoP) for Traditional Good Natural Farming Practices</p> <p>Baseline value: No PoP available for Traditional Good Natural Farming Practices</p> <p>Target value: Develop PoP on Traditional Good Natural Farming Practices</p> <p>Actual value<sup>1</sup>: Achievable during project duration: yes/no</p> <p><b>Indicator 5:</b> Equipment procured by PGs/ Farmer Groups are operationalized</p> <p>Baseline value: Nil</p> <p>Target value: Operational equipment procured by PGs/ Farmer Groups in pilot blocks</p> <p>Actual value: Achievable during project duration: yes/no</p>	<p>Asset register for the procured equipments will be maintained by the PGs/ Farmer groups</p>	

Objectives	Indicators	Sources	Assumptions
	<p><b>Indicator 6:</b> Completion of Baseline assessment across the State for the project</p> <p><u>Baseline value:</u> No Baseline assessment conducted</p> <p><u>Target value:</u> Baseline assessment across the State has been completed according to acknowledged methodological standards</p> <p><u>Actual value</u><sup>1</sup>:</p> <p>Achievable during project duration<sup>1</sup>: yes/no</p>		<p><i>Statistical significance: 99% Confidence Level and 1% margin of error</i></p>
<p><b>Output D:</b> Establishment of Scalable and Replicable Models for Program Implementation for both wings, Natural Farming and for the selected Missions for roll out</p>	<p><b>Indicator 7:</b> Mobilization of Producer Groups (PGs) whose members will adopt sustainable farming practices codified under the KfW supported program</p> <p><u>Baseline value:</u> 0 NF producer groups <u>Target value:</u> 400 NF producer groups <u>Actual value</u><sup>1</sup>:</p> <p>Achievable during project duration: yes/no</p> <hr/> <p><b>Indicator 8:</b> Demonstrated end-to-end market linkage from Producer Group with the export or (institutionalized) domestic markets</p> <p><u>Baseline value:</u> 0 producer groups value chains</p> <p><u>Target value:</u> 40 producer groups value-chains</p> <p><u>Actual value</u><sup>1</sup>:</p>		



Objectives	Indicators	Sources	Assumptions
	Achievable during project duration: yes/no		
<b>Output E:</b> Update of Feasibility Study and Design Report for Loan Component and Grant Component Phase II	<b>Indicator 9:</b> Report and update Feasibility Study for Loan Component and 2 <sup>nd</sup> Phase of Grant Component		

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PHASE II of GRANT COMPONENT "IMPLEMENTATION" will align with the Results Matrix of the LOAN COMPONENT

# **PART 3 – CONTRACT FORM**



**Section VIII. 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 expressly 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 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).

June 2021

**CONSULTING CONTRACT**

dated

[•]

between

Meghalaya Basin Management Agency (MBMA), India

– hereinafter referred to as the “**Employer**” –

and

[•]

– hereinafter referred to as the “**Consultant**” –

Relating to project: Sustainable Land Management Meghalaya - Consulting Services for the Implementation Management Consultant (IMC)

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## 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 has been accepted by the Employer. Therefore, the Parties agree as follows:

## I: 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<sup>8,9</sup>.

“**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.

“**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

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<sup>8</sup> If 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.

<sup>9</sup> In 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.

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.

- 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**
- This Consulting Contract enters into force and effect immediately upon (i) execution hereof by both Parties, and (ii) receipt by the

**AND EFFECT**

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.

**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).

1.8.4 In case of a JV, the consortium manager shall be responsible towards the Employer for all aspects relating to this Consulting Contract. In particular payments under this Consulting Contract will be made exclusively to the consortium manager on behalf of the entire consortium. The consortium manager hereby represents and warrants that it is entitled to enter into this Consulting Contract on behalf of the JV and to create the joint and several liability of the members of the JV.

**1.9  
COPYRIGHT AND  
RIGHTS OF USE**

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 OF  
DOCUMENTS AND  
EQUIPMENT**

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 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 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 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 AND  
ENVIRONMENTAL  
RESPONSIBILITY**

- (a) The Consultant shall, and shall ensure that its representatives, agents and employees will, ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) and, consequently:
- (b) 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 Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties; and
- (c) 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.

**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.

**1.16  
SEVERABILITY AND  
WRITTEN FORM**

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

## 2.3 SUPPORT

Consultant's written request and, in any event, no later than the end of the expiry period specified in the Special Conditions.

- 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 organisations 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 subparagraphs (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 are 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 STANDARD AND SPECIAL SERVICES

3.2.1 In addition to the Services specified explicitly in the Contract, the Consultant shall also perform all other services, if necessary, that are not listed under the contractual services, but are customarily required in order to properly discharge the contractual obligations ("**Standard Services**"). The Standard Services shall be fully compensated through the Agreed Remuneration.

3.2.2 "**Special Services**" are services that are not explicitly specified in this Consulting Contract and are not Standard Services, but must necessarily be delivered by the Consultant in order to properly perform its duties under this Consulting Contract, because the external circumstances of service performance have changed unexpectedly, or because the Consultant has

suspended the Services pursuant to Paragraph 4.5 [*Force majeure*], or because the Employer, with the prior written consent of KfW, requires services that were not included in the invitation to tender but are necessary.

### 3.3 DUE DILIGENCE

Except to the extent otherwise stipulated in this Consulting Contract, or otherwise legally stipulated within the Country or within another legal system (including, without limitation, the legal system applicable in the Consultant's jurisdiction) by provisions that impose higher diligence standards than this Consulting Contract, in which case and to which extent such other diligence requirements shall apply, the Consultant shall perform its obligations under this Consulting Contract with due diligence and provide the Services in compliance with professional practice and the recognised quality standards, and in accordance with current scientific and generally accepted engineering standards. The Consultant must document its work, the progress of the Project and the decisions it takes in an appropriate form that is acceptable to the Employer and, in the case of any Services which are not remunerated on a lump-sum basis, compliant with the requirements arising from Paragraph 5.8 [*Auditing*].

### 3.4 REPORTING AND INFORMATION

- 3.4.1 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. Unless otherwise agreed in the Special Conditions and/or the Terms of Reference and, in case of long-term assignments such as construction management, training or operational support, the Consultant shall prepare and deliver to the Employer and KfW quarterly reports, and following the conclusion of the Services a final report covering the entire Completion Period. The reports shall include a comparison of targeted and actual costs of the planned activities; the progress of construction; developments in the time frame; financial developments; and information on any events or circumstances which may jeopardise the fulfilment of any of the Consultant's obligations or the implementation of the Project, and identification of possible solutions.
- 3.4.2 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.
- 3.4.3 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.

### 3.5 STAFFING

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 If anyone of the Consultant's staff becomes unavailable or otherwise inhibited in the performance of its work (including, without limitation, due to sickness), for more than one month, the Consultant shall upon request of the Employer replace this staff member with another staff member. The foregoing shall be without prejudice to any other rights of the Employer under this Consulting Contract, including, without limitation, under Paragraph 4.6 [*Suspension or Termination*].
- 3.5.4 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.
- 3.5.5 Staff shall only be replaced after prior written approval by the Employer, such approval not to be unreasonably withheld. The exchange or replacement of key staff according to the Staffing Schedule (Annex 5) specified by name shall require the prior written approval of KfW.
- 3.5.6 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.

**3.6  
CONTACT PERSON OF  
THE CONSULTANT**

- 3.6.1 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.
- 3.6.2 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.

**3.7  
INDEPENDENCE OF  
THE CONSULTANT**

The Consultant undertakes that neither the Consultant nor any person or enterprise associated with the Consultant as set out in the Declaration of Undertaking shall bid for the Project as manufacturer, supplier, or building contractor. This prohibition also applies to any bidding for any further consulting services, insofar as such consulting services might lead to a restriction of competition or a conflict of interests. Any violation of this stipulation entitles the Employer to the immediately terminate this Consulting Contract and require the reimbursement of any and all costs incurred by the Employer up to the time of such violation as well as compensation for any and all losses and damages incurred by the Employer as a result of such termination.

**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  
AMENDED SERVICES**

- 4.3.1 Subject to the prior written consent of KfW, the Employer shall be entitled to require at any time an amendment of the Consulting Contract (any amended or additional services or amended deadlines/periods for execution – "Amended Services").
- 4.3.2 In this case, the Agreed Remuneration and the Completion Period shall be adjusted accordingly by mutual agreement of the Parties. The Consultant shall submit proposals for performance of and remuneration for the Amended Services.
- 4.3.3 The Consultant shall execute the Amended Services if



the Employer agrees, in writing, to the remuneration proposal.

#### 4.4 IMPEDIMENT

4.4.1 If the performance of the Services is impeded or delayed by the Employer or the Employer's contractual partners ("impediment") and such impediment leads to an increase in the costs, the scope or the duration of the Services, the Consultant shall immediately notify the Employer of the circumstances and the possible consequences.

4.4.2 If an impediment is caused by the Employer's wilful misconduct, intent or negligence, the Consultant shall be entitled to reimbursement of the costs incurred by it as a result of such impediment, provided that the Consultant proves the incurrence of these costs to the Employer.

#### 4.5 FORCE MAJEURE

4.5.1 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 wilfully or negligently not, mitigated in light of the circumstances at that time.

4.5.2 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.

4.5.3 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:

- (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*].

4.5.4 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 wilful misconduct or negligence.

4.5.5 The Consultant shall not have any further payment claims as a consequence of the Force Majeure Event.

**4.6  
SUSPENSION  
TERMINATION**

**OR**

4.6.1 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.

4.6.2 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.

4.6.3 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 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.

4.6.4 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 wilful misconduct or negligence.

4.6.5 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.

#### 4.7 BREACH OF

4.7.1 If the Consultant has breached Paragraph 1.13 [*Sanctionable Practice*], the Employer may, notwithstanding any sanctions which may be applicable

**PARAGRAPH 1.13**

according to the law of the Country or any other legal system, terminate this Consulting Contract in writing with immediate effect.

- 4.7.2 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.

**4.8  
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.

## 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*], depending on the type of Services agreed which may be either

- (a) lump sum services;
- (b) time-based services; or
- (c) a combination of lump sum services and 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) Instalments 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.
- (d) The remuneration for Special Services are included in the Contract Value. Notwithstanding, the Consultant shall only be entitled to a separate remuneration for Special Services if the Services are amended, the Special Services therefore constitute Amended Services and a separate remuneration for the Special Services has been agreed pursuant to paragraph 4.3. [*Amended Services*].

### 5.3

- (a) In case of a lump sum remuneration,

## PAYMENT CONDITIONS

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*] stating Contract Value, previous cumulative expenses, current expenses, cumulative expenses and remaining budget. The instalments shall be reduced on a pro-rata basis by (i) the advance payment and (ii) the retention amount as agreed in the Special Conditions.
- (c) The minimum amount for an invoice is EUR 20,000, except for the final payment.
- (d) 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*] stating previous cumulative expenses, current expenses and remaining budget as well as the date, price and exchange rate and the Euro equivalent amount, if applicable.

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.
- (b) If, in case of a time-based remuneration, (a) the remuneration which is payable to the Consultant under this Consulting Contract has accumulated to an amount equivalent to 70% of the Contract Value and (b) in the reasonable opinion of the Consultant, the final date of the Completion Period as set out in the Special Conditions will be postponed and therefore, the Contract Value will be exceeded, then the Consultant shall immediately inform the Employer thereof in writing together with (i) an updated timeline, (ii) the forecast for additional costs, based on the terms as agreed in the

Special Conditions and (iii) justification that the delay has not been caused by the Consultant. The Employer may, in its full discretion upon KfW's prior written non-objection, then agree in writing upon an increase of the Contract Value.

- (c) As soon as the overall payments to the Consultant under this Consulting Contract have reached an amount equivalent to 70% of the Contract Value, payments will only be made subject to the conditions that (i) the Consultant has provided evidence of the Services rendered forthwith in accordance with Paragraph 3.4 [*Reporting and Information*] satisfactory to the Employer together with the invoice and (ii) written non-objection of KfW has been obtained. For the avoidance of doubt, the Employer has the right to (i) suspend payments or reject any invoice at any time if the Consultant fails to perform its obligations under this Consulting Contract and (ii) to request evidence of Services at any time. The Employer shall also have the right to suspend payment of any lump sum instalment at any stage in the event of substantial deviations from the time schedule. If the payment of instalments is suspended, the Employer must proceed in accordance with Paragraph 5.7 [*Objections to Invoices*].

#### 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  
INVOICES**

**TO**

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*].

**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.

**5.9  
PRICE ADJUSTMENTS**

(a) Price adjustments, if any, will be agreed upon in the Special Conditions.

(b) In case of an increase of the Contract Value, price adjustments of the amount by which the Contract Value has been increased shall be calculated on the basis of the original unit price.

## **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 wilful 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 AMICABLE SETTLEMENT

Should a dispute arise from or in connection with this Consulting Contract, Parties shall, within 21 days of one party submitting a written request to the other party, endeavour in good faith to settle the dispute amicably.

### 8.2 MEDIATION

8.2.1 If an amicable settlement cannot be reached within a period of 3 months after the written request pursuant to Paragraph 8.1 [*Amicable Settlement*], the Parties shall, insofar as both sides agree, attempt to settle the dispute in accordance with the Special Conditions by way of mediation prior to initiating arbitral proceedings. Notwithstanding, the Parties may agree to begin mediation immediately. Unless the Parties agree otherwise within a period of 14 days, either party may require that the mediator is appointed by the institution named in the Special Conditions.

8.2.2 Mediation shall begin no later than 21 days after the mediator has been appointed. The mediation process shall be implemented in accordance with the procedure selected by the appointed mediator.

8.2.3 All negotiations and talks held in the course of mediation shall be treated confidentially.

8.2.4 If the Parties accept the recommendations of the mediator or agree to settle the dispute another way, the agreement reached shall be recorded in writing and signed by the representatives of the Parties.

8.2.5 If the dispute is not settled within 3 months after the mediator has been appointed, the dispute shall be settled by way of the arbitration procedure pursuant to Paragraph 8.3 [*Arbitration Procedure*].

### 8.3 ARBITRATION PROCEDURE

If the Parties do not reach an amicable agreement pursuant to Paragraph 8.1 [*Amicable settlement*] or by way of mediation pursuant to Paragraph 8.2 [*Mediation*], the dispute shall finally and exclusively be settled – except where otherwise stipulated in the Special Conditions – in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by one or several arbitrators appointed in accordance with the Rules. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.

## Special Conditions

### Ad Article 1: General Provisions

#### Ad 1.1: Definitions

**“Completion Period”:** The planned project duration is 78 months. Thereof, 18 months for Phase I and 60 months for Phase II.

**“Country”:** India

**“Project”:** Sustainable Land Management Meghalaya - Consulting Services for the Implementation Support Consultant (ISC)

The Government of Meghalaya (GoM), India has introduced the 'Farmer Mobilization Project'. That scheme aims at putting the State's agricultural sector on a sustainable trajectory - notably by enhancing productivity, facilitating employment opportunities, promoting natural and organic farming practices among rural households and by supporting sustainable value chains.

This project intends to improve the sustainable management of natural resources, minimise the risks of climate change and increase productivity, income, and employment in rural areas through public and private interventions.

**“Commencement Date”:** The date falling 4 weeks after the entry into force of this Consulting Contract.

#### 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: Meghalaya Basin Management Agency,  
O/o Meghalaya Basin Development Authority,  
C/o Meghalaya State Housing Cooperative and Financing Society,  
Meghalaya, Shillong-793003  
Website: [www.mbda.gov.in](http://www.mbda.gov.in)

Email: [mbmaprourement@gmail.com](mailto:mbmaprourement@gmail.com)

Phone: 0364-2522921/2522992

Address of the Consultant

Postal address

Email: [•]

Phone: [•]

Address of KfW

Postal address

Palmengartenstrasse 5 – 9  
60325 Frankfurt  
Germany

Email: [Iris.Harder@kfw.de](mailto:Iris.Harder@kfw.de)

Phone: +49 (69) 7431 6455

**Ad 1.5: Governing law**

The law governing this Consulting Contract shall be Indian.

**Ad 1.9: Copyright and rights of use**

The rights to the results of work lay with the Employer. The Employer and KfW shall own the unrestricted right to use and exploit the results of the expert services and all related documents. The Consultant cannot use any project information without the Employer's consent.

**Ad 1.14: Reimbursements**

Account details of the Employer's special account for reimbursements in  
Local Currency: not applicable

**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 4 weeks from receipt by the Employer of the respective written request of the Consultant.

**Ad 2.4: Taxes**

The Contractor, its Sub-consultants and its Experts are subject to local taxes and public duties directly attributable to the Contract. KfW will remunerate the Consultant for such taxes and public duties upon provision of evidence of payment. The Financial Proposal shall contain a separate estimate for such taxes and public duties.

For the sake of clarity, other local taxes not directly attributable to the Contract (e.g. profit tax, corporate tax, Tax Deducted at Source(TDS) (Goods & Service Tax (GST) & income tax; if any)) as well as tax liabilities of the Consultant, its Sub-contractors and Experts outside the Employer's Country shall be included in the overhead cost calculation and will not be subject to any separate remuneration.

The Employer provides this information on tax obligations in the Employer's country to its best knowledge but cannot assume responsibility for the correctness of it, which remains with the Consultant.

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

The Employer's contact person shall be: *Dr. D. Vijay Kumar, IAS,*  
*Chief Executive Officer,*  
*Meghalaya Basin Management Agency*

Contact details: *Meghalaya Basin Management Agency*  
*O/o Meghalaya Basin Development Authority,*  
*C/o Meghalaya State Housing Cooperative and Financing Society,*  
*Upper Nongrim Hills,*  
*Meghalaya, Shillong-793003*  
*Email: [mbmaprourement@gmail.com](mailto:mbmaprourement@gmail.com)*  
*Website: [www.mbda.gov.in](http://www.mbda.gov.in)*

The Employer's deputy shall be: *Shri. Jagdish Chelani, IAS*  
*Additional Project Director,*  
*Sustainable Land Management Meghalaya*

Contact details: *Meghalaya Basin Management Agency*

*O/o Meghalaya Basin Development Authority,  
C/o Meghalaya State Housing Cooperative and Financing Society,  
Upper Nongrim Hills,  
Meghalaya, Shillong-793003  
Email: [mbmaprourement@gmail.com](mailto:mbmaprourement@gmail.com)  
Website: [www.mbda.gov.in](http://www.mbda.gov.in)*

**Ad Article 3: The Consultant**

**Ad 3.3: Due diligence**

No special provisions

**Ad 3.4: Reporting and information**

The Consultant shall prepare the reports as indicated in Chapter 6 of the TOR

**Ad 3.6.1: The Consultant's contact person**

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

Contact details [●].

The deputy shall be [●].

Contact details [●].

**Ad 3.6.2: 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 [● currency]

(the "Contract Value").

In accordance with the Terms of Reference, the Services will be rendered as

Lump sum services

This Contract Value is composed of:

up to [●] in EUR

(the "**Contract Value for Lump Sum Services**").

(a) The Contract Value is composed of:

(i) The amounts referred to in Annex 8 as Phases I and II up to an aggregate maximum amount of [●] in [● currency]

The Contract Value is exclusive of the remuneration for the following options:

Option [●] Up to [●] in [● currency]

(b) The applicable currency for the Consulting Contract is EUR.

It is agreed that the Employer may make payments in Euro.

**Ad 5.2 (a): General Payment Terms**

Advance payment: EUR [●] equalling 15% of the Contract Value for Lump Sum Services excluding reimbursable costs.

*Please select*

*[The provision of an advance payment guarantee is always required if the aggregate advance payment amount exceeds EUR 200,000 (or the equivalent value in another currency. In special cases it may be required below EUR 200,000, depending on the individual circumstances.]*

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) Lump sum services**

##### **Phase I:**

Advance Payment: 15 % of the total amount for lump sum services for Phase I after signature of the contract against presentation of an advance payment guarantee if applicable. The advance payment will not be deducted from the further instalments.

Interim Payments: three (3) half-yearly payments each **28,33** % of the total amount for lump sum services for Phase I upon acceptance of the corresponding half-yearly Progress Reports by MBMA and KfW.

##### **Phase II:**

Advance Payment: 15 % of the total amount for lump sum services for Phase II without reimbursables after the formal start of the phase against presentation of an advance payment guarantee if applicable. The advance payment will not be deducted from the further instalments.

Interim Payments 1-4: four (4) half-yearly payments each 15 % of the total amount for lump sum services for Phase II without reimbursables upon acceptance of the corresponding Quarterly Progress Reports by MBMA and KfW.

Interim Payments 5-9: four (4) half-yearly payments each 5 % of the total amount for lump sum services for Phase II without reimbursables upon acceptance of the corresponding Quarterly Progress Reports by MBMA and KfW.

Final payment: 5 % of the total amount for lump sum services for Phase II without reimbursables upon acceptance of the Final Report by MBMA and KfW.

In case Phase II cannot be started, the third progress report for Phase I must be accompanied by the final report.

#### **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: [•]

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: [•]

#### **Ad 5.9: Price adjustment**

The rates of the Statement of costs (Annex 8) shall be fixed for 24 months. For Services which are provided beyond this period, the unit prices shall be adjusted as follows:

$$P_n = P_o * (0.15 + 0.85 * I_n / I_o)$$

$P_n$  = Revised unit price.

$P_o$  = Original unit price (i) valid at the date of expiry of the validity (including any extensions) of the Consultant's bid.

$I_n$  = Unit price per Index prevailing one month after expiry of the fixed rate and which shall be valid for 12 (twelve) months. If no official Index is available at this time the latest available Index before this date shall be used.

$I_o$  = Unit price per Index applicable at the date determination of the  $P_o$ . If no official Index is available at this time the latest available Index before this date shall be used.

"Index" is defined as the Consumer price index in Germany as published by the Federal Statistics Office (Statistisches Bundesamt). The monthly values can be found here:

<https://www-genesis.destatis.de/genesis//online?operation=table&code=61111-0002&bypass=true&levelindex=0&levelid=1649692144684#abreadcrumb>

The price adjustment does not apply if the project is delayed due to the Consultant.

**Ad 5.6: Payment deadline**

Agreed compensation for overdue payments pursuant to Paragraph 5.6 [*Payment Deadline*]: 6 per cent per year, in relation to the outstanding amount.

**Ad Article 6: Liability**

**Ad 6.3: Period of liability**

The Consultant's liability shall terminate with the acceptance of the final report upon completion of services.

**Ad Article 7: Insurance**

The Consultant shall take out a professional liability insurance and a liability insurance for his employed staff. The insurances shall each cover a damage of at least 1.500,000.00 EUR per year.

**Ad Article 8: Disputes and Arbitration Procedure**

**Ad 8.2: Mediation**

The mediator shall be appointed by the employer and the appointment shall be binding for the Parties.

The costs of the mediation and of the mediator's services shall be shared equally between the Parties.

**Ad 8.3: Arbitration Procedure**

The place of arbitration shall be India.

The costs of the arbitration shall be shared equally between the Parties.

The language of the arbitration procedure shall be English

(Place, date)

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(for the Employer)

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(for the Consultant)

**List of Annexes**

<b>Annex no.</b>	<b>Title</b>
1	Declaration of Undertaking
2	Minutes of Negotiation (if relevant)
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

**Annexe 1****Declaration of Undertaking**

Reference name of the Application/Offer/Contract: ("Contract")<sup>10</sup>

To: ("Project Executing Agency")

9. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>11</sup> 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.

10. 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;

<sup>10</sup> Capitalised 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".

<sup>11</sup> The 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.

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

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

11. 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:

iii. 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;

iv. 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;

12. 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.

13. 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.

14. 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 Organisation<sup>12</sup> (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.

15. 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.

16. 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 of<sup>13</sup>: \_\_\_\_\_

Signature:

Dated:

12 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.

13 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.

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**Annexe 2**

**Minutes of negotiations**

**Annexe 3:**

**Terms of Reference plus Tender Documents**



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**Annexe 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)

**Annexe 5**

**Staffing Schedule**

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

**Annexe 6**

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

**Annexe 7**

**Time Schedule for Delivery of the Services**

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

**Annexe 8****Cost overview**

N°	Cost item	Total in EUR
1.	International staff cost	0
2.	Local staff cost	0
3.	Allowances and accommodation	0
<b>Sub-Total – Staff cost (Items 1 -3)</b>		<b>0</b>
4.	International travel costs	0
5.	Local travel & transport cost	0
6.	Project office	0
7.	Reports and documents	0
<b>Sub-Total Logistics and transport (Items 4 -7)</b>		<b>0</b>
<b>Sub-Total – Fees, transport and logistics (Items 1 -7)</b>		<b>0</b>
8.	Equipment cost	25.000
9.	Miscellaneous cost	75.000
<b>Sub-Total – Other cost (Items 8 - 9)</b>		<b>100.000</b>
<b>Total Cost - Lump Sum Services</b>		<b>100.000</b>

## Cost Calculation and Invoicing Lump Sum Services in EUR

N°	Description	Unit	0		
			N° of units	Unit cost (€)	Proposed Cost (€)
1.	International Staff Cost				
1.1	International Chief Technical Officer (CTO) – Team leader	Months			0
1.2	International Expert Pool members	Months			0
Sub-total 1: MM / Foreign Staff Cost			0,00		0
2.	Local Staff Cost	Months			
2.1	National Project Management Expert	Months			0
2.2	National Training and Capacity Building Expert	Months			0
2.3	National Financial Management and Control Audit Expert	Months			0
2.4	National Environment/Social Safeguards and Audit Expert	Months			0
2.5	Local Expert Pool members	Months			0
Sub-total 2: MM / Local Staff Cost			0,00		0
3.	Allowances and Accommodation				
3.1	Allowances	Months			0
3.2	Accommodation	Months			0
Sub-total 3: Allowances and Accommodation			0,00		0
4.	International Travel				
4.1	International return flights	flights			0
4.2	Complementary travel costs (return flight)	flights			0
4.3	Other international flights	flights			0
Sub-total 4: International Travel			reimbursable		0
5.	Local Travel and Transport Cost				
5.1	Vehicle lease/rent or use of own vehicles	Months			0
5.2	Vehicle O&M incl. driver, assurance, repairs	Months			0
5.3	Other local transport (short-term, peak)	Lump sum			0
5.4	Local flights	Flights			0
Sub-total 5: Local Travel and Transport Cost					0
6.	Project Office				
6.1	Office rent	Months			0
6.2	Office operation	Months			0
6.3	Auxiliary support staff	Months			0
Sub-total 6: Project Office					0
7.	Reports and Documents				
7.1	Reports	Lump sum			0
7.2	Documents	Lump sum			0
Sub-total 7: Reports and Documents					0
8.	Equipment				
8.1	Equipment	reimbursable	1	25.000	25.000
8.2		reimbursable			0
8.3		reimbursable			0
Sub-total 8: Equipment					25.000
9.	Miscellaneous Items and Services				
9.1	Workshops	reimbursable	1	25.000	25.000
9.2	Training	reimbursable	1	30.000	30.000
9.3	Others	reimbursable			0
Sub-total 9: Miscellaneous					75.000
10. Total Cost					100.000

**Annexe 9**

**The Consultant's Bid**

**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]<sup>14</sup>*, 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: KFWIDEFF, 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]*.

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



*[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.

*[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].*

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Place, date

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Guarantor's authorised signature(s)

*Note: All italicised text (including footnotes) is for use in preparing this form and shall be deleted from the final version.*