

REQUEST FOR PROPOSALS

**CONSULTANCY SERVICE FOR
PROJECT MANAGEMENT SUPPORT SERVICES (PMSS)
FOR
REBUILD KERALA INITIATIVE (RKI)**

RFP No.: RKI 1/93/2022-PLGEA-PMSS-2

**Client: Rebuild Kerala Initiative,
Planning and Economic Affairs (RKI) Department,
Government of Kerala**

Issued on: 26th November 2022

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PART I

Request for Proposal

RFP No. RKI1/93/2022-PLGEA-PMSS-2

26th November 2022

Consultancy Service for Project Management Support Services (PMSS) for the Rebuild Kerala Initiative

The Government of Kerala has received external financing from the World Bank, the Asian Infrastructure Investment Bank (AIIB), and German Bank (KfW) towards the Resilient Kerala Development Program. The Rebuild Kerala Initiative (RKI) had appointed a Consultant for providing Project Management Support Services (PMSS) for the Rebuild Kerala Initiative. Now, upon completion of their services, the RKI invites proposals for selection of a Consultant for PMSS for the next phase. More details on the Services are provided in the Terms of Reference (Section 7).

The Request for Proposals (RFP) is available at <https://etenders.kerala.gov.in>

- a. This Request for Proposals (RFP) is open to all the consultants who would qualify the eligibility criteria mentioned in Section 2 (6).
- b. A firm will be selected under QCBS procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the procurement norms of the Government of Kerala.
- c. The RFP includes the following documents:
 - Section 1 – Request for Proposal
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal FTP - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – Fraud and Corruption
 - Section 7 – Terms of Reference
 - Section 8 – Conditions of Contract and Contract Forms
 - Section 9 – Notification of Intention to Award and Beneficial Ownership Forms
- d. Details on the proposal's submission date, time and address are provided in Section 2 (17).

Yours sincerely,
(Sd/-)

Chief Executive Officer
Rebuild Kerala Initiative (RKI)
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website: www.rebuild.kerala.gov.in

Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1 Definitions

- a “Affiliate(s)” means an individual or 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 Client’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 “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- d “Consultant” means a legally established professional consulting firm that may provide or provides the Services to the Client under the Contract. The terms “Consultant” and “Bidder” are used in this document interchangeably.
- e “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f “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, but not to over-write, the provisions of the ITC.
- g “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the client. It excludes the client’s official public holidays.
- h “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i “Government” means the government of the state of Kerala in India.
- j “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- k “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 Client for the performance of the Contract.

- l “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.
- m “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- n “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- 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 Client for the selection of Consultants, based on the SPD-RFP.
- q “SPD-RFP” means the Standard Procurement Document -Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- r “Services” means the work to be performed by the Consultant pursuant to the Contract.
- s “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- t “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverable of the assignment.
- u “ESHS” means environmental, social (including sexual exploitation and abuse [SEA]) and gender-based violence [GBV]), health and safety.

- 2 **Introduction**
 - 2.1 The Client named in the **Data Sheet** intends to select a Consultant, in accordance with the method of selection specified in the **Data Sheet**.
 - 2.2 The RFP will be issued through e-tendering portal of Government of Kerala, <https://etender.kerala.gov.in>. Refer Procedure under e-tendering for submission of RFP through e-tendering.
 - 2.3 The proposal should be submitted by consultancy firms in two parts.

The two parts of the proposal are **Part1: Technical Proposal** and **Part2: Financial Proposal**. For a given Project, Stage -1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e., Part 1). The firms scoring the qualifying marks (minimum 70%) as mentioned in the **Data Sheet** shall only be considered for further evaluation. Under stage 2, the financial proposal of such firms as selected above shall be opened and evaluated. Proposals will finally be ranked according to their combined technical and financial scores as specified in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.4 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 optional, and is at the Consultants' expense.

2.5 Deleted

3 Conflict of Interest

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

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

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired by the Client to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or of implementing agency, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.

4 Unfair Competitive Advantage 4.1 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. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5 Fraud and Corruption 5.1 It is expected that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Agency:

1.a Defines, for the purpose of this paragraph, the terms set forth below as follows:

i "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

ii "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

iii "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

iv "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.

1.b will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question.

1.c will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

- 1.d will have the right to require that a provision be included requiring consultants to permit the Employer to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Employer.
- 5.2 Consultants, their JV partner, their Sub-Consultants, and their associates shall not be under a declaration by Central or any state Government agencies subjected to ITC 5 or any of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 5.3 The Client requires compliance with the Client country's laws against fraud and corruption (including bribery).
- 5.4 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Client to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Client.

6 Eligibility

- 6.1 The Client permits consultants (individuals and firms, including Joint Ventures and their individual members) from all eligible countries (subject to restrictions specified under ITC 6.9.2) to offer consulting services.
- 6.2 Furthermore, 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 eligibility requirements as established in the applicable Procurement conditions of the RFP.
- 6.3 As an exception to the foregoing 6.1 and ITC 6.2 above:
- 6.4 A Consultant may be a firm that is a private entity, a state-owned enterprise or institution subject to **ITC 6.9.3** or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Service in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the RFP process and, in the event the JV is awarded the Consulting service, during contract execution.
- 6.5 A Consultant shall not have a conflict of interest. Any Consultant found to have a conflict of interest shall be disqualified. A Consultant may be considered to have a conflict of interest for the purpose of this RFP

process, if the Consultant:

- a directly or indirectly controls, is controlled by or is under common control with another Consultant; or
- b receives or has received any direct or indirect subsidy from another Consultant; or
- c has the same legal representative as another Consultant; or
- d has a relationship with another Consultant, directly or through common third parties, that puts it in a position to influence the Proposal of another Consultant, or influence the decisions of the Employer regarding this RFP process; or
- e any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as the Engineer for the Contract implementation; or
- f would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- g has a close business or family relationship with a professional staff of the Client (or of the contract implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the RFP Document or specifications of the Contract, and/or the Proposal evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Client throughout the RFP process and execution of the Contract.

6.6 A firm that is a Consultant (either individually or as a JV member) shall not participate in more than one Proposal, except for permitted alternative Proposals. This includes participation as a subcontractor in other Proposals. Such participation shall result in the disqualification of all Proposals in which the firm is involved. A firm that is not an individual Consultant or a JV member in a Proposal may participate as a subcontractor in more than one Proposal.

6.7 A Consultant may have the origin of India or a registered office in India.

6.8 A Consultant /JV shall not be under -Debarred or blacklisted by any of the Dept/PSU of central or state governments from submitting proposals by the Employer as the result of the operation of a Bid Securing Declaration or Proposal-Securing Declaration.

6.9 A Consultant shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

a. Sanctions

6.9.1 A Consultant that has been sanctioned by the Client, pursuant to the

Government's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures or such other guidelines and regulations issued from time to time by the Government regarding the procurement of goods and services shall apply with respect to the procurement, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Government financed contract or benefit from a Government -financed contract, financially or otherwise, during such period of time as the Government shall have determined.

- b. Prohibitions** 6.9.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:
- (a) as a matter of law or official regulations, the client's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- c. Restrictions for State-Owned Enterprises** 6.9.3 State-owned enterprises or institutions in the Client's country may be eligible to compete and be awarded a contract, only if they can establish, in a manner acceptable to the Client, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.
- d. Restrictions for Public Employees** 6.9.4 Government officials and civil servants of the Client's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal.
- e. Client Debarment** 6.9.5 A firm that is under a sanction of debarment by the Client from being awarded a contract is not eligible to participate in this procurement.

B. Preparation of Proposals

- 7 General Considerations** 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 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 Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client 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 Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10 Documents** 10.1 The Proposal shall comprise the documents and forms listed in the

Comprising the Proposal

Data Sheet.

- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 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 4).

11 Only One Proposal

- 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 disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal 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.
- 12.2 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.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with ITC 5.

a. Extension of Validity Period

- 12.4 The Client will make its best effort to complete the negotiations and award the contract within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity 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, except as provided in ITC 12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity

- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification

- Extension** and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, the Proposal shall be liable to be rejected.
- c. Sub-Contracting** 12.9 The Consultant shall not subcontract the whole of the Services.
- 13 Clarification and Amendment of RFP** 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent only by electronic means, to the Client through **e-tender portal**. The Client will respond to the queries by electronic means, through e-tender portal so that it reaches all Consultants (including an explanation of the query but without identifying its source). Should the Client 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 Client may amend the RFP by issuing an amendment. The amendment shall be sent to all Consultants through e-tender portal and will be binding on them.
- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the 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:
- Consultants are requested to submit the proposal in Two Parts strictly using the formats enclosed herewith (refer Section 3 and 4) in two separate packages. The two parts shall be:
- Part 1: Technical Proposal and**
- Part 2: Financial Proposal**
- The proposal shall be written in the English language as specified in the Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by

written Power of Attorney duly notarized to be submitted with the proposal. In case of JV or inclusion of Associate company, a MoU indicating the specific Consultancy service, input and role of each Partner etc. shall be submitted with the proposal.

- 14.1.1 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) and the Proposal shall be based on the Consultant's own estimates for the same.
- 14.1.2 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

15 Technical Proposal Format and Content

- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 Consultant shall submit only one CV for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 15.3 The man-months for the assignment shall be that stated in the Terms of Reference. The same shall be considered for the purpose of evaluation as well as award. In case the man months of TOR are amended in view of Client's own initiative or in response to clarification sought by any Consulting firm, the man months so amended and published shall be considered for the purpose of evaluation as well as award.
- 15.4 A brief description of the firm's organization and an outline of recent experience of the Consultants and, in the case of Joint Venture, for each partner, on assignments of a similar nature. The information which the Consultant shall provide on each assignment should indicate, *inter-alia*, the profiles of the staff provided, duration, contract amount and firm's involvement. ***The details of assignments on hand shall also be furnished by the Consultant and their JV partner, separately.***
- 15.5 Requirement for submission of CVs.
- a The format prescribed Section 3 Standard forms, shall be strictly followed, and the information furnished therein shall be true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment. The Firm shall ensure that details furnished in the CV by the personnel are correct. If any information is found incorrect, at any stage, action including termination and debarment of the key personnel and the consultancy firm from future RKI's Services for

a minimum period of 5 years.

- b Key information should include years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position. If any information is found incorrect, at any stage, action including termination and debarment from future Employer's services up to 5 years may be taken on the personnel and the firm.
- c All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the firm.
- d The Client reserves the right to verify and cross-check the information provided by the Consultant in respect of an individual at any time during the contract period or thereafter if any complaints raises.
- e In case CV of a person is turned out to be fake/incorrect/inflated during the assignment, the consultancy firms shall have to refund the salary and perks drawn including interest @12% per annum in respect of the person apart from other consequences. In addition to above, 10% of the salary and perks to be refunded shall be recovered from the Firm as penalty.
- f It is also clarified that any key experts, if debarred during the period between receipt of bid and award of the contract and is required to be replaced as per the provisions of the RFP, then the replacement shall not be considered as part of replacement by the Consultant and hence no deduction in remuneration shall be affected. However, in this case the original CV will be considered for evaluation purpose.

16 Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including:

- (a) remuneration for Key Experts and Non-Key Experts,
- (b) reimbursable expenses indicated in the **Data Sheet**.

No additional items/quantities other than that specified in the formats should be proposed by the Consultants since the same shall not be considered for the evaluation/award. Consultants shall be paid billing rates for services as per financial proposal submitted by them basis. All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.

a. Price Adjustment

16.2 There shall be no price adjustment provision for foreign and/or local inflation for remuneration rates during the entire period of the

contract.

- b. Taxes** 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
- c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as 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.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency of INR.

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) duly complying with the requirements in the e-tender portal of the Government of Kerala.

This may include proprietary information, trade secrets or commercial or financially sensitive information.

- 17.2 The proposal shall be written in the English language as specified in the Data Sheet. All pages of both the Technical Proposal and the Financial Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written Power of Attorney duly notarized to be submitted with the proposal. In case of JV or inclusion of Associate company, a MoU indicating the specific Projects, input and role of each Partner etc. shall be submitted with the proposal.

- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

- 17.3 Detailed RFP may be downloaded from e-tender portal of Government of Kerala and the Application shall be submitted online as per the procedure stipulated in the e-tender portal.

The following shall be the form of various documents in the Application:

- I Technical Proposal {Only Electronic Form (to be uploaded on the E- tendering portal of the Government of Kerala)}**

- a Power of Attorney for signing the Application
- b If applicable, the Power of Attorney for Lead Member of JV.
- c Copy of Memorandum of Understanding between JV partners, if applicable.
- d Copy of Memorandum of Understanding with Associate, if applicable.
- e A statement of an undertaking of the Consultant to observe, in competing for and executing a contract the Client country's law against fraud and corruption (including bribery).
- f Company Secretary certificate for Non-Blacklisting or not undergoing debarment of any Central/State Government agencies.
- g Firm's credentials as per format prescribed in SECTION-3 OF RFP.
- h Technical proposal as per format prescribed in SECTION-3 OF RFP.

II Financial proposal as per format prescribed in Section –4 of RFP

- 17.4 The Consultant shall submit **the proposal, both Technical and Financial, through** the e-tender portal of Government of Kerala before such date and time as prescribed in **Data Sheet**.

Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. The successful bidder shall submit the original documents specified above in point no.17.3 (I) (a), (b), (c), (d) & (e) above together with their respective enclosures to the Authority before signing of the Agreement.

17.5 Deleted.

17.6 Deleted

17.7 Deleted

17.8 Deleted.

17.9 The Client will assume no responsibility for the misplacement, loss, or unsuccessful submission of or premature opening of the Proposal due to reasons outside the reasonable control of the Client.

17.10 The Proposal or its modifications must be submitted online sent to the address indicated in the **Data Sheet** and received by the Employer no later than the deadline on the E- tendering portal of Employer before such date and time as prescribed in Data Sheet. or any extension to

this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected.

Modification / Substitution/ Withdrawal of bids:

- i The Bidder may modify, substitute, or withdraw its e- bid, prior to the Bid Due Date, provided the provision for the same is present in the e-tender portal. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
- ii The bidders shall familiarize themselves with the e-tender portal and the provisions therein, before submission of bids. The Client assumes no responsibility for any action of, including but not limited to, omission/mis-submission/withdrawal of proposal etc., done by the bidder due to lack of knowledge on the provisions in the e-tender portal.

18 Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client 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 Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it shall do so only in writing.

19 Opening of Technical Proposals

- 19.1 Opening of Proposals will be done through e-tender portal for both Technical Proposal and Financial Proposal.
- 19.2 For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non- responsive.

The Employer will open the Technical Proposal as stated in the Data Sheet i.e., in the presence of the Applicants who choose to attend and evaluate the Applications in accordance with the provisions set out in the RFP.

- 19.3 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (online if this option is offered in the **Data Sheet**). The opening date and time are stated in the **Data Sheet**.
- 19.4 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
- 19.5 The Financial Proposal of the short-listed applicants who qualify for financial opening as per RFP will be opened on a date and time which will be notified later on.

20 Proposals Evaluation

A two -stage procedure shall be adopted for evaluating the proposals.

- 20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21 Evaluation of Technical Proposals

- 21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22 Evaluation of Financial Proposals

- 22.1 Deleted.
- 22.2 Only the Financial Proposal of the technically qualified Consultants are opened by the Client's evaluation committee

23 Public Opening of Financial

- 23.1 After the technical evaluation is completed, the Client shall notify through e-tender portal, those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the

Proposals

minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion;
- (iii) notify them of the date and, time of the public opening of the Financial Proposals and invite them to attend the online meeting for the opening of the Financial Proposals.

23.2 The Client shall simultaneously notify through e-tender portal, those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- i their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- ii provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- iii their Financial Proposal will be opened at the public opening of Financial Proposals; and
- iv notify them of the date and time of the public opening and invite them to the online meeting for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 The Consultant's attendance at the online meeting of opening of the Financial Proposals is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly through e-tender portal by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the breakdown by criterion, shall be read aloud. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

24 Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices

of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts 24.1.1 The Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. 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 Client'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.

b. Lump-Sum Contracts 24.1.2 Deleted.

25 Taxes 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26 Conversion to Single Currency 26.1 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**.

27 Combined Quality and Cost Evaluation

1.a Quality and Cost-Based Selection (QCBS) 27.1 The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed-Budget Selection (FBS) 27.2

D. Negotiations and Award

28 Negotiations 28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

- a. Availability of Key Experts**
- 28.3 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 ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 28.4 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.
- b. Technical Negotiations**
- 28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- c. Financial Negotiations**
- 28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.
- 28.7 Deleted.
- 28.8 In the Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.
- 29 Conclusion of Negotiations**
- 29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.
- 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the

reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

- 30 Standstill Period**
- 30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be Seven (7) Business Days unless extended in accordance with ITC33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the client, the Standstill Period shall not apply.
- 31 Notification of Intention to Award**
- 31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:
- 1.a the name and address of the Consultant with whom the client successfully negotiated a contract;
 - 1.b the contract price of the successful Proposal;
 - 1.c the names of all Consultants included in the short list, indicating those that submitted Proposals;
 - 1.d where the selection method requires, the price offered by each Consultant as read out and as evaluated;
 - 1.e the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
 - 1.f the final combined scores and the final ranking of the Consultants;
 - 1.g a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
 - 1.h the expiry date of the Standstill Period; and
 - 1.i instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.
- 32 Notification of Award**
- 32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft

negotiated Contract within five (5) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within five (5) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within Seven (7) Business Days from the date of notification of award, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- a name and address of the Client;
- b name and reference number of the contract being awarded, and the selection method used;
- c names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- d names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- e the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
- f successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette.

33 Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this time-frame. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client later than the

three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting.

34 Signing of Contract

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35 Procurement Related Complaint

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (b)	India
2.1	<p>Name of the Client: Rebuild Kerala Initiative, Planning and Economic Affairs (RKI) Department, Government of Kerala.</p> <p>Method of selection: <u>QCBS</u></p>
2.2	<p>Electronic – Procurement System</p> <p>The client shall use following electronic procurement system to manage this Request for Proposal Process.</p> <p>https://etender.kerala.gov.in the electronic procurement system shall be used to manage following part of the RFP process.</p> <p>Issuing of the RFP, Submission of proposals, and opening of the Proposals.</p>
2.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Engagement of Consultants for Project Management Support Services (PMSS)</p>
2.4	<p>A pre-proposal conference will be held: YES</p> <p>Date of pre-proposal conference: 5th December 2022 Time: 11:00 hrs IST Address: ONLINE Telephone: 04712332744, 2333744 E-mail: rkisecretariat@kerala.gov.in ; rkisecretariat@gmail.com Contact person/conference coordinator: Additional Secretary, RKI. Consultants may address their queries to the email address or through e-tender portal provided above on or before such date of pre-proposal conference. A link for the online pre-proposal conference would be uploaded in the E-procurement portal and shall be shared on the email ids provided by the</p>

	<p>potential consultants. The last date and time of submitting queries by the Consultants shall be: 06th December 2022, 18:00 hrs IST</p>
6.1	<i>JV or consortium is allowed subjected to ITC 6.4.</i>
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence/exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p style="padding-left: 40px;"><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>The Technical Proposal shall comprise of:</p> <ol style="list-style-type: none"> 1 Eligibility Documents 2 Power of Attorney to sign the Proposal 3 TECH-1 4 TECH-2 5 TECH-3 6 TECH-4 7 TECH-5 8 TECH-6 9 TECH-7 10 TECH-8 (Only for State-owned enterprises) <p>AND</p> <p style="padding-left: 40px;">The Financial Proposal shall comprise of:</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)

	<p>The consultant shall submit a digitally signed, encrypted, and complete proposal comprising the documents and forms listed above. The submission shall be done electronically on the e procurement system. Proposal submitted by any other means will be rejected. Detailed guidelines for viewing proposals and for online submission of proposals are provided in the e-tender portal. https://etenders.kerala.gov.in</p>
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>No</p>
12.1	<p>Proposals must remain valid for 120 days after the proposal submission deadline.</p>
13.1	<p>Clarifications may be requested not later than date of the pre-proposal conference. All clarifications should be submitted in writing to the email provided below or raised on the e-procurement portal. Clarifications sought through any other mode shall not be accepted. Client shall respond online by uploading the response (including the query but without identifying its source) for information of all consultants. It is the consultants responsibility to check on the portal for any addendums / amendment / corrigendum to the RFP document.</p> <p>email: rkisecretariat@kerala.gov.in, rkisecretariat@gmail.com</p>
14.1.1	<p><i>Not Applicable</i></p>
14.1.2	<p>Estimated input of Key Experts' time- input: As per ToR</p>
14.1.3	<p>The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input as mentioned in the ToR.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input</p>

	<p>(expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
14.1.4 and 27.2	<i>Not Applicable</i>
15.1	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p><i>[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted; others may be added.</i></p> <ol style="list-style-type: none"> <i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> <i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i> <i>(3) cost of office accommodation, including overheads and back-stop support;</i> <i>(4) cost of reports production (including printing) and delivering to the Client;</i> <i>(5) other allowances where applicable and provisional or fixed sums (if any)]</i>
16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p>No</p>
16.3	<p>“Information on the Consultant’s tax obligations in the Client’s country can be found in GoI’s website: www.incometaxindia.gov.in</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies: INR</p>
C. Submission, Opening and Evaluation	

17.1	<p>The Consultants shall submit their Proposals electronically through e-tender portal of Government of Kerala: Yes.</p> <p>The Consultants shall submit electronically through e-tender portal of Government of Kerala (https://etenders.kerala.gov.in) their proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal) before the time 16.00 hrs IST on the date of 20th December, 2022. Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. Proposals submitted by any other means will be rejected.</p>
17.2	<p>An authorized representative of the Consultant shall digitally sign the original submission letters in the required format for both the Technical Proposal and, the Financial Proposal, and shall initial all pages of both. The authorization shall be in the form of a written power of attorney to be scanned and uploaded together with the Technical Proposal.</p>
17.3	<p>Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed by the person signing the Proposal.</p>
17.4	<p>The Proposal or its modifications must be uploaded on the e-tender portal specified in ITC 17.1 not later than the deadline indicated in the Data Sheet, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline as per server time.</p>
17.5	<p>Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgment of the Proposal submission. "</p> <p>[Note for Consultants: For online submission of proposals, the Consultants shall familiarize themselves with the system's functionality requirements which are specified in the e-tender portal.]</p>
17.7, 17.8 and 17.9	<p><i>[Clause deleted]</i></p>

19.1	<p>Opening of the Technical Proposals shall be done online: Yes.</p> <p>The date and time of online opening of Technical Proposal shall be: 21st December 2022 at 16.00 hrs IST</p> <p>The Client's evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the Data Sheet and this could be viewed online by the Consultants. The Consultants or their authorized representatives may attend the online opening process. The opening date and time are stated in the Data Sheet. The folder with the Financial Proposal shall remain unopened, encrypted, in the e-procurement system until the subsequent public opening in accordance with ITC 23.</p>
19.4	<p>At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant (ii) the presence or absence of the folder with the Financial Proposal in the portal: and (iii) any other information deemed appropriate or as indicated in the Data Sheet.</p>
21.1	<p>The proposals of those bidders who meet the following eligibility criteria will be considered for technical evaluation. Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals are provided below.</p> <p>Eligibility Criteria:</p> <ol style="list-style-type: none"> 1 At least 10 years' experience in managing similar and / or large-scale projects related to programme / project management of various sectoral programs in India. 2 The consultant should have completed/ ongoing consultancy assignments of Project/ Program Management Consultancy (PMC) of multi sectoral (at least two sectors). Sectors may be roads, water resources, irrigation, coastal area protection, agriculture, fisheries, Animal husbandry and diary, power, Information Technology, Open Data, disaster resilience, water supply, sanitation, waste management, urban and rural development, skilling, livelihood, flood management, public finance, financial management, environment and/or social safeguards and technology enablement. 3 At least one consultancy engagement of total contract value not less than INR 10 crore in the past 5 years for project/program management, preferably financed by external funding agencies. 4 The Consultant should have an average annual turnover of at least INR 300 crore during the last three financial years (2019-20, 2020-21, and 2021-22)

	<p>5 Availability of at least 1000 staff on the payroll of the consultant</p> <p>6 Experience in procurement and financial management for projects/programs financed by external funding agencies is compulsory;</p>																																													
	<u>Points</u>																																													
	<p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: 15</p>																																													
	<p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 10</p> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p>																																													
	<p>(iii) Key Experts' qualifications and competence for the Assignment:</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p>																																													
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">1</td> <td style="width: 90%;">Position K-1: Program Supervisor</td> <td style="width: 5%; text-align: right;">10</td> </tr> <tr> <td>2</td> <td>Position K-2: Program Manager</td> <td style="text-align: right;">8</td> </tr> <tr> <td>3</td> <td>Position K-3: Environment Specialist</td> <td style="text-align: right;">5</td> </tr> <tr> <td>4</td> <td>Position K-4: Agriculture Specialist</td> <td style="text-align: right;">5</td> </tr> <tr> <td>5</td> <td>Position K-5: Procurement Specialist</td> <td style="text-align: right;">5</td> </tr> <tr> <td>6</td> <td>Position K-6: Digital Development Specialist</td> <td style="text-align: right;">5</td> </tr> <tr> <td>7</td> <td>Position K-7: Program Executive (Agriculture)</td> <td style="text-align: right;">4</td> </tr> <tr> <td>8</td> <td>Position K-8: Program Executive (Roads)</td> <td style="text-align: right;">4</td> </tr> <tr> <td>9</td> <td>Position K-9: Program Executive (Social Development)</td> <td style="text-align: right;">4</td> </tr> <tr> <td>10</td> <td>Position K-10: Program Executive (Water Resources)</td> <td style="text-align: right;">4</td> </tr> <tr> <td>11</td> <td>Position K- 11: Program Executive (IEC)</td> <td style="text-align: right;">4</td> </tr> <tr> <td>12</td> <td>Position K- 12: Program Executive (IT)</td> <td style="text-align: right;">4</td> </tr> <tr> <td>13</td> <td>Position K-13: Program Analyst (Urban)</td> <td style="text-align: right;">3</td> </tr> <tr> <td>14</td> <td>Position K-14: Program Analyst (Public Finance)</td> <td style="text-align: right;">3</td> </tr> <tr> <td>15</td> <td>Position K- 15: Program Analyst (Accounting)</td> <td style="text-align: right;">2</td> </tr> </table>	1	Position K-1: Program Supervisor	10	2	Position K-2: Program Manager	8	3	Position K-3: Environment Specialist	5	4	Position K-4: Agriculture Specialist	5	5	Position K-5: Procurement Specialist	5	6	Position K-6: Digital Development Specialist	5	7	Position K-7: Program Executive (Agriculture)	4	8	Position K-8: Program Executive (Roads)	4	9	Position K-9: Program Executive (Social Development)	4	10	Position K-10: Program Executive (Water Resources)	4	11	Position K- 11: Program Executive (IEC)	4	12	Position K- 12: Program Executive (IT)	4	13	Position K-13: Program Analyst (Urban)	3	14	Position K-14: Program Analyst (Public Finance)	3	15	Position K- 15: Program Analyst (Accounting)	2
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	<p>Total points for criterion (iii): 70</p>																																													
	<p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p>																																													
	<p>1) General qualifications (general education, training, and experience): 20%</p>																																													

	<p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 75%</p> <p>3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 5%</p> <p>Total weight: 100%</p> <p>(iv) Participation by nationals among proposed Key Experts 5 <i>[Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]</i></p> <p>Total points for the four criteria: 100</p> <p>.....</p> <p>The minimum technical score (St) required to pass is: 70</p>
21.1 [for STP]	<i>Not Applicable</i>
	Public Opening of Financial Proposals
23.2	Opening of the Financial Proposals is done online through e-tender portal of Government of Kerala: YES
23.3	Following the completion of the evaluation of the Technical Proposals, the Client will notify all technically qualified Consultants of the date and time of the public opening of Financial Proposals on the e-procurement portal.
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the

	Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: INR
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80 and P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 11th January 2023</p> <p>Address: RKI Secretariat, 1A, Calsar Heather, Punnen Road, Thiruvananthapuram, Kerala 695001</p>
32.1	<p>Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Client; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;

	<p>(d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;</p> <p>(e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.</p> <p>(f) successful Consultant's Beneficial Ownership Disclosure Form</p>
34.2	<p>Expected date for the commencement of the Services:</p> <p>Date: 1st February 2023 at: Thiruvananthapuram</p>
35.1	<p>If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, in Writing by email:</p> <p>For the attention: The Chief Executive Officer</p> <p>Client: Rebuild Kerala Initiative</p> <p>Email address: rkisecretariat@kerala.gov.in</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1 The Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and 2 the Client's decision to award the contract.

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP		FORM	DESCRIPTION	Page Limit
FTP	STP			
		Eligibility Documents	No preset form, however, all documents related to eligibility like Company registration certificate, CA certificate for Turn-over, HR head certificate for number of employees, Company Secretary certificate for Non Blacklisting/ Non Debarments as mentioned in ITC.6.8, A statement of an undertaking of the Consultant to accept and follows the Client country's laws against fraud and corruption (including bribery).	
☞	☞	TECH-1	Technical Proposal Submission Form.	
	☞ If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	☞ If applicable	Power of Attorney	A power of attorney for the authorized representative	
☞		TECH-2	Consultant's Organization and Experience.	
☞		TECH-2A	A. Consultant's Organization	
☞		TECH-2B	B. Consultant's Experience	
☞		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
☞		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 and Planning for Deliverable	
☞	☞	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
☞	☞	TECH-7	Code of Conduct (ESHS)	
☞	☞	TECH-8	Legal, administrative and financial autonomy of State-owned enterprises	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

ELIGIBILITY CRITERIA

Sl. No.	Criteria	Required Documents
1	At least 10 years' experience in managing similar and / or large-scale projects related to programme / project management of various sectoral programs in India.	Work orders / Contract copy
2	The consultant should have completed / ongoing consultancy assignments of Project/ Program Management Consultancy (PMC) of multi sectoral (at least two sectors). Sectors may be roads, water resources, irrigation, coastal area protection, agriculture, fisheries, Animal husbandry and diary, power, Information Technology, Open Data, disaster resilience, water supply, sanitation, waste management, urban and rural development, skilling, livelihood, flood management, public finance, financial management, environment and/or social safeguards and technology enablement.	Work order / Contract copy
3	At least one consultancy engagement of total contract value not less than INR 10 crore in the past 5 years for project/program management financed by external funding agencies.	Work order / Client certificate / Auditor certificate
4	The consultant should have an average annual turnover of at least INR 300 Crore during the last three financial years (2019-20, 2020-21, and 2021-22)	Auditor Certificate
5	Availability of at least 1000 staff on the payroll of the consultant	HR certificate
6	Experience in procurement and financial management for projects/programs financed by external funding agencies	Work order / Contract copy
7	Financial and administrative autonomy for State-owned enterprises	List of Board of Directors, Balance sheet signed by Auditor and beneficial ownership

FORM TECH-1**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal in digitally signed and encrypted format”.*

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 Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Client or Central/any state Government agencies or a debarment imposed by any development banks such as the IBRD/World Bank, AIIB, AFD, KfW etc. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (e) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]*
- (f) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (g) 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 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

FORM TECH-2

CONSULTANT’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 10 years in the name of consultant only would be considered.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverable/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR equivalent)	Role on the Assignment
{e.g., Jan.2009– Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., INR Cr}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level	{e.g., municipality of.....,	{e.g., INR Cr}	{e.g., sole Consultant}

Duration	Assignment name/& brief description of main deliverable/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR equivalent)	Role on the Assignment
	regulations on.....}	country}		

{Note: List only those assignments which are legally contracted to the consultant.}

FORM TECH-3

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

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 Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. 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**

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.

{Suggested structure of Consultant’s Technical Proposal :

- a Technical Approach and Methodology
 - b Work Plan
 - c Organization and Staffing}
- a) **Technical Approach and Methodology.** {Please explain Consultant’s understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology Consultant would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- 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 Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing Consultant’s understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of Consultant’s team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES



N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													

- 1 List the deliverable with the breakdown for activities required to produce them and other benchmarks such as the Client’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

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]		[1.0]								
			[Field]	[0.5 m]	[2.5]		[0]								
K-2															
K-3															
N															
											Subtotal				
NON-KEY															
N-1			[Home]												
			[Field]												
N-2															
N															
											Subtotal				
											Total				

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
 - 2 Months are counted from the start of the assignment/mobilization. One (1) month equals one (1) calendar month of 30 days. One working (billable) day shall be not less than eight (8) working (billable) hours.
 3. The Government of Kerala calendar will be applicable for the assignment.
 4. “Home” means work in the office outside the client location. “Field” work means work carried out at the Clients location.
- Full time input 
- Part time input 

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

Expert’s contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

_____ {day/month/year}

Name of Expert
Date

Signature

_____ {day/month/year}

Name of authorized
Date
Representative of the Consultant
(the same who signs the Proposal)

Signature

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A
- FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with Client 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}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with ITC 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 valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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

We remain,

Yours sincerely,

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}_____

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
i {insert type of tax e.g., VAT or sales tax}				
ii {e.g., income tax on non-resident experts}				
iii {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

Footnote: Payments will be made in the currency expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH- 6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN- 2}
—	Key Experts							
K-1			[Home]					
			[Field]					
K-2								
—	Non-Key Experts							
N-1			[Home]					

N-2			[Field]	_____				
_____	_____		_____	_____				
_____			_____	_____				
_____			_____	_____				
	Total Costs							

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1 Review of Remuneration Rates

- 1.1 The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2 If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3 At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4 Rate details are discussed below:
 - i Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - ii Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - iii Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - iv Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- v Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- vi Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- vii Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in INR)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

1. Expressed as percentage of 1

2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses								
Nº	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem	{Day}						
—	{e.g., International flights}	{Ticket}						
—	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of							
	{e.g., Office rent}							
							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

In reference to ITC 6.9.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.9.2 (a): [list country/countries following approval by the Client to apply the restriction *or* state “none”]

Under the ITC 6.9.2 (b): [list country/countries *or* indicate “none”]

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1 Purpose

1.1 Subjected to ITC 5 and the provisions in the Stores Purchase Manual of the Government of Kerala, and such other guidelines and regulations issued from time to time by the Government regarding the procurement of goods and services shall apply with respect to the procurement.

2 Requirements

1 The client requires consultants, contractors, and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution, and refrain from Fraud and Corruption.

2 To this end, the Client:

A. Defines, for the purposes of this provision, the terms set forth below as follows:

- i “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v “obstructive practice” is:
 - a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Client investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b) acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under paragraph 2.2 e. below.

B. Rejects a proposal for award if the Client determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

- C. indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- D. In accordance with the Client's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Government-financed contract, financially or in any other manner;¹ and (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Government-financed contract;
- E. Requires that a clause be included in bidding/request for proposals documents and in contracts , requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Client to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Client.

¹ *For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.*

² *A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Consultant.*

³

Section 7. Terms of Reference

REBUILD KERALA INITIATIVE

PROJECT MANAGEMENT SUPPORT SERVICES (PMSS)

A. Background:

The Kerala floods of 2018, and the genesis of the Rebuild Kerala Initiative (RKI)

During June – August 2018, Kerala went through the worst ever floods in history since 1924. One sixth (about 5.4 million people) of the State’s population were affected. The floods and the accompanying landslides were catastrophic in terms of loss of lives, livelihoods, property and infrastructure.

The floods highlighted a number of structural constraints that left Kerala unprepared for major natural disasters or climate change shocks. These include (i) Inadequate policies and institutional frameworks to manage and monitor critical natural resources such as water and land, (ii) The absence of risk-informed spatial and sectoral planning policies and frameworks that led to extensive urban sprawl, unmanaged construction in hazard prone areas and exclusion of disaster risk preparedness in key socioeconomic sectors, (iii) Gaps in basic infrastructure in urban areas along with aging and poorly maintained infrastructure, (iv) Weak capacity of institutions to anticipate and respond to extreme events, (v) Poor availability and sharing of reliable data for disaster risk planning and management due to inadequate hydro-met system, and (vi) Limited fiscal resources as well as absence of ex ante financing modalities for risk pooling and sharing.

Following the disaster, the Government of Kerala felt that there was a need to go beyond traditional approaches to recovery and reconstruction to not only recover fully from the current disaster but also to prepare better for future disasters. The Rebuild Kerala Initiative (RKI) was thus born out of the VISION that floods should be taken as “a challenge and an opportunity to rebuild the State to ensure better standards of living to all sections of the society”. The RKI was established to drive the State towards resilience and risk-informed disaster preparedness. It is the dedicated State-level institutional modality for formulating and coordinating the implementation of a resilient Kerala, and is mandated to develop, coordinate, facilitate and monitor the Rebuild Kerala Development Programme (RKDP) through a participatory and inclusive process.

Post Disaster Needs Assessment (PDNA)

During September-October 2018, the Government of Kerala conducted a series of assessments to estimate the damages and losses caused by the floods, and the needs and requirements for post-flood recovery. A Joint Rapid Damage and Needs Assessment

(JRDNA) was conducted by Government of Kerala, supported by the ADB and the World Bank, covering 12 sectors and all 14 districts of the State.

The JRDNA was complemented by a detailed Post Disaster Needs Assessment (PDNA), led by the GoK and supported by the United Nations. The PDNA reiterates that Kerala is highly vulnerable to natural disasters and the changing climatic dynamics given its location along the sea-coast and with a steep gradient along the slopes of the Western Ghats. It highlights that the Kerala State Disaster Management Plan identifies 39 hazards categorized as naturally triggered hazards (natural hazards) and anthropogenically triggered hazards (anthropogenic hazards), while also noting that the State is one of the most densely populated Indian states (860 persons per square kilometers), making it more vulnerable to damages and losses on account of disasters.

The PDNA estimated the total damages to be around INR 10,557 crore and total losses to be around INR 16,163 crore amounting to total disaster effects of around INR 26,720 crore (US\$ 3.8 billion). The total recovery needs were estimated at INR 31,000 crore (US\$ 4.4 billion). The assessment was undertaken across social, productive, infrastructure and cross-cutting sectors. The full PDNA document can be accessed at <https://rebuild.kerala.gov.in>

The Rebuild Kerala Development Programme (RKDP)

The RKDP outlines a roadmap for realizing a *Nava Keralam* that is more resilient, green, inclusive and vibrant. The RKDP offers a paradigm shift in the approach to towards post-disaster recovery, rebuilding and resilience. It also offers the design blueprint for a new development thinking for Kerala, one that is embedded in the principles of sustainability, equity, inclusiveness and effectiveness.

The RKDP encompasses key sectors of Kerala's economy – (i) Agriculture, (ii) Animal husbandry, (iii) Fisheries, (iv) Forestry, (v) Land, (vi) Livelihoods, (vii) Roads and bridges, (viii) Transportation, (ix) Urban services and infrastructure, (x) Water supply and sanitation, and (xi) Water resources management. Additionally, it also addresses crosscutting priorities – (i) Disaster risk management and resilience, (ii) Environment and climate change, (iii) Strengthening institutional efficiency and resilience, and (iv) Open data. Within the above sectors and cross-cutting priorities, the RKDP covers policies, institutions and investments which will build the foundation for the *Nava Keralam*.

The full document of the RKDP as a 'Resilient Recovery Policy Framework and Action Plan for Shaping Kerala's Resilient, Risk-Informed Development and Recovery from 2018 Floods' can be accessed at <https://rebuild.kerala.gov.in>

A Snapshot of the Projects implemented as part of RKDP

Core Principles: All projects implemented in alignment with the RKDP Policy Framework consider certain core principles which are the basis of planning and implementing the various packages under the RKDP. These principles are (i) Fast, efficient and inclusive, (ii)

Improving resilience, (iii) Build-back-better philosophy, (iv) Innovative and modern technologies, (v) Fair and equitable rehabilitation practices, (vi) Capacity building, (vi) Building asset management frameworks, and (vii) Simplification of processes and procedures.

Operational Strategies: It is ensured that all the projects implemented through the RKDP are guided by the following operational strategies: -

- i Adoption of higher standards of infrastructure in repair and reconstruction
- ii Building ecological safeguards and standards into structures that will be constructed to equip new and restored assets to better withstand the onslaught of future disasters
- iii Redesigning infrastructure from the point of view of resilience and sustainability
- iv Substitution of conventional methods and technologies with alternate methods which are more cost-effective, less resource-intensive and give greater value for money

Phases of External Aid

In the aftermath of the floods of 2018, the GoK conducted discussions with the Ministry of Finance of GoI, for exploring the possibility of availing assistance from multilateral funding agencies for reconstruction, restoration and rebuilding of Kerala. Subsequently, the GoK submitted PPRs for the Rebuild Kerala Development which were approved by the DEA. USD 500 million was the approved support from the WB, effected through a series of Development Policy Loans.

The different phases of external aid are briefly described in the following section. This includes:-

- The First Development Policy Operation (DPO1) which has been closed.
- The Second Development Policy Operation (DPO1) which was subsequently dropped and reconfigured as P for R.
- The ongoing Resilient Kerala Programme for Results (P for R)
- The proposed P for R Additional Financing
- The proposed Kerala Economic Revival Program (KERA)

1 The First Development Policy Operation

The first Development Policy Operation (DPO1) supporting the State Partnership with World Bank was approved in June 2019, with the Project Development Objective (PDO) of enhancing the State of Kerala's resilience against the impacts of natural disasters and climate change. Development assistance of US\$ 250 million was fully disbursed in August 2019. In November 2019, agreements were executed with KfW for financing of EUR 170 million for climate-resilient reconstruction of roads. KfW parallel financing of EUR 100 million to DPO1 was fully disbursed in March 2021.

The closing date was 30th June 2021. 7 out of 8 Prior Actions were achieved. *The World Bank's Implementation Completion and Results Report (ICR) specially acknowledged the results achieved. A 'Satisfactory' outcome rating has been awarded.*

DPO1 has been instrumental in accelerating the Government of Kerala's drive towards establishing a resilient, self-sufficient, and inclusive 'Nava Keralam'. Resilient recovery activities are being implemented in line with the priorities outlined in the RKDP, with a special focus on women, children, marginalized communities and vulnerable groups. Public and private financing was mobilized for enhancing the State's financial capacities for resilient recovery. A State-wide emergency management exercise was undertaken in alignment to the updated State Disaster Risk Management (DRM) Plan, which covers disaster and climate resilience and improved outreach. Sustainable, climate-resilient and disaster-resilient agriculture is being promoted through the establishment of agro-ecological zones and enhancement of the outreach and uptake of agricultural risk insurance. Adoption of performance-based road design and maintenance programs and enhanced fund allocation for core roads shall enhance the physical and institutional resilience of the core road network. Risk-informed master plans have been prepared and notified by two urban local bodies.

2 The Second Development Policy Operation

With due acknowledgment of the RKI's commitment towards building disaster resilience and satisfactory progress towards meeting the development objectives of DPO1, the World Bank expressed its willingness to support DPO2 as the 2nd phase of its partnership with the Kerala State. Due to the COVID-19 outbreak and a change in India's strategy in using World Bank financing, the GoI dropped its request for DPO2. The majority of the key policy actions were achieved by the GOK. Hence, DPO2 was subsequently reconfigured as a Program for Results (PforR).

3 The Resilient Kerala Program for Results (P for R)

Building upon the institutional and policy reforms achieved as part of DPO1, the GoK is currently implementing the Resilient Kerala Program for Results (PforR) which links the policy and institutional shifts with enhanced capacities, real expenditures, and verifiable results on the ground. The scope and boundaries of the ongoing PforR are mentioned below:-

Project Development Objective	To enhance Kerala's resilience against the impacts of climate change, natural disasters and disease outbreaks
Sectors	Agriculture, Disaster Risk Financing & Insurance (DRFI), Disaster Risk Management (DRM), Fiscal & Governance, Health, Road, Urban, Water Resource Management

Duration	5 years (FY21-22 to FY25-26)
Financing (in millions)	US\$125 (IBRD), US\$125 (AIIB), Euro 100 {~US\$120 equivalent} (AFD), and US\$160.02 (GoK)
Geographical Coverage	Four districts at Pamba Basin (Kottayam, Idukki, Alappuzha and Pathanamthitta)
Number of Disbursement Linked Indicators (DLIs)	9

The RKI is currently facilitating actions related to activities on (i) Sustainable fiscal and debt management, (ii) Comprehensive disaster risk finance and social protection system, (iii) Risk-informed urban master plans for cities and towns, (iv) Risk-informed local Disaster Risk Management Plans, (v) Resilient public health systems, (vi) Integrated and sustainable water resources management, (vii) Sustainable and resilient agriculture systems, and (viii) Climate resilient road infrastructure.

4 The Resilient Kerala Program for Results (P for R) Additional Financing

Significant coastal erosion has occurred during the recent disasters - Cyclone Ockhi in 2017, Cyclone Tauktae in 2021, floods and landslides during 2018-22. Southern and middle stretches of Kerala have been worst affected, especially loss of lives and livelihoods of fishermen and coastal population. In this context, taking into consideration the urgent requirement for interventions to strengthen the coastal protection, the State submitted a PPR under Resilient Kerala Development Program-II for Additional Financing for Resilient Kerala Program –Coastal Protection Project (Phase II) on 1st February 2022.

The objectives of the Additional Financing are to (i) protect, reduce vulnerability to erosion, environment and other hydro-meteorological hazards in the coast of Kerala, and (ii) enhance institutional capacities for development of shoreline management to plan, execute and respond to disasters. The intended outcomes are:- (i) Reduction in loss of land, economic losses, and damage due to natural disasters, (ii) Reduced in vulnerability to coastal erosion, high precipitation induced floods and other natural disaster, (iii) Conservation of inter-generational & inter-sectoral coastal and marine resources, (iv) Institutionalized continued assessment processes year-on-year through hydrometeorological hazard and climate modelling during preparation of design and investment plans, and (v) Improved the capacities and systems for preparedness and disaster resilience.

The World Bank (WB) has proposed two additional DLIs as the part of proposed Additional financing program for USD 215 million:-

- DLI 10 - Developed Shoreline Management Plan for the entire coast Kerala and investments to protect coastal erosion in critical sites completed
- DLI 11 - Climate Budget published as part of GoK's annual state budget and State Climate Resilience Plan developed and initiated.

B. Objective:

The PMSS is expected to provide technical, management and secretarial support to RKI and line departments involved, including their executing agencies and other partner institutions/stakeholders in investment planning, technical exploratory studies, development of sectoral policies, training and capacity building, technical reviews, in addition to program monitoring and evaluation, progress monitoring, reporting, communication, grievance redress and feedback, etc. with respect to projects/programmes implemented under the RKI.

C. Scope of Work:

The PMSS Team shall provide project management support to RKI to track and monitor projects/programmes being implemented by line departments and their executing agencies and other partner institutions/stakeholders, support in investment planning, development of sectoral policies, training and capacity building, institutional strengthening, in addition to program monitoring and evaluation, progress monitoring, reporting, communication, grievance redressal and feedback, etc.

The scope of work of the proposed services shall include, but be not limited to, the following:

- a Providing support in development, management, monitoring and evaluation of the investments and policy/institutional development initiatives with professional inputs to RKI and other implementing agencies;
- b Review and advise design updation/development, implementation supervision/monitoring of priority investments and ensuring integrated, sustainable and resilient planning, and implementation approaches to ensure effective and efficient impacts from investments by the government, its agencies and or private sector;
- c Provide support to ensure timely achievement of targets outlined under the various RKI programs supported by various Development Partners;
- d Ensure adherence to compliance and norms prescribed by the different external stakeholders (DEA, Central Ministries, Development Partners);
- e Providing support in development, management, monitoring and evaluation of the investments and policy/institutional development initiatives with professional inputs to RKI and other implementing agencies;

- f Assist in design updation/development, implementation supervision of priority investments and ensuring integrated, sustainable and resilient planning, and implementation approaches to ensure effective and efficient impact from investments by the government, its agencies and or private sector;
- g Support the RKI in procurement of works, goods, and services using appropriate methodology to ensure efficiency, transparency and compliance with financing agencies processes and procedures;
- h Develop and help implement robust communication strategies;
- i Review, comment and provide suggestions for improvements in interventions proposed by various line departments, development plans and other studies/investment proposals received for review by RKI;
- j Support departments/institutions in implementation of IT based project development, management and monitoring systems for the implementing agencies, and train them in usage of the same with related training and capacity building of users;
- k Prepare regular program monitoring reports and other briefs as required by the RKI and other implementing agencies;
- l Help conduct necessary workshops/ seminar/ public consultations as required from time to time and as required by RKI;
- m Ensure the timely flow/exchange of information and documents among program partners;
- n Support RKI in preparing annual budgets and expenditure statements, and in tracking expenditures across budget lines/codes and monitoring of expenditure frameworks;
- o Support in preparing monthly account statements, treasury/bank reconciliations, annual financial statements for review and approval, and during audit;
- p Other related tasks, as required by the RKI.

D. Duration, Delivery and Payment Milestones

Duration:

The consultant would be hired initially for a period of 2 years. This may be extended by 2 years depending on the need and performance of the unit.

Deliverable:

- 1 Monthly reports in the scope of work.
- 2 MIS reports for performance monitoring of the RKI's projects/programs.
- 3 Support in the preparation of Terms of Reference, RFPs, sector presentations, work updates, project profiles, policy documents etc. as and when required.

Payment terms and schedule:

Engagement of consultant will be on Time basis, and consultant will be paid monthly, and in compliance with other requirements detailed in the RFP and Data Sheets. The Consultants would be paid after due verification of all the documents on a monthly basis.

E. Proposed team composition, desired qualification and experience.

All the experts need not be put in place together. The experts should be put in place only as per the request of RKI. A notice of two weeks will be given to place the needed expert.

Sl. No	Designation	Man Months	Requirements
1	Program Supervisor	4	<p>Qualifications and Experience:</p> <ul style="list-style-type: none"> • Post-graduate degree in management/ finance/ public policy/ infrastructure management • At least 15 years of experience in development and management of large multi-sector public programs • Experience in public program and policy management • International experience and exposure • Experience in engagements funded by bilateral/ multilateral agencies ; • Exposure in Public finance Management is desirable; • Experience in Kerala would be an added advantage. <p>Key Tasks:</p> <ul style="list-style-type: none"> • Overall supervision of the performance of the PMSS Team; • Provide strategic direction and guidance; • Quality assurance of all deliverable and outputs; • Final sign off and responsibility for all major deliverable barring those agreed otherwise.
2	Program Manager	24	<p>Qualifications and Experience:</p> <ul style="list-style-type: none"> • Post-graduate degree in management • At least 10 years of experience in the development sector, management of large multi-sector public programs funded by bilateral and/or multilateral funding agencies • Experience in leading and managing teams working on government projects/programs • At least 5 years of experience in working on government projects in Kerala • At least 2 years of experience of working on large disaster resilience projects funded by bilateral and/or multilateral funding agencies • Experience in Kerala, and effective communication

Sl. No	Designation	Man Months	Requirements
			<p>skills in Malayalam language would be an added advantage.</p> <p>Key Tasks:</p> <ul style="list-style-type: none"> • Manage the PMSS Team’s project delivery and tasks • Lead consultations and discussions with Development Partners, Department officials, and all stakeholders • Monitor RKI’s compliance and achievements against committed targets and milestones • Lead institutional strengthening and capacity building interventions • Strategic Advice and development of management framework
3	Environment Specialist	8	<p>Qualifications and Experience:</p> <ul style="list-style-type: none"> • Post-graduate degree in environment sciences/ environmental engineering • At least 10 years of experience in environmental impact assessments/studies and/or environment management reporting for large government projects • Knowledge and experience in environment safeguards criteria followed by various bilateral and/or multilateral funding agencies is desirable <p>Key Tasks:</p> <ul style="list-style-type: none"> • Facilitate environmental systems strengthening of the various programs under the RKI or any other departments • Preparation of notes and reports on environment aspects to be shared with Departments, Development Partners, Central Ministers, etc • Support environmental assessments and provide inputs on environment related studies and reports Provide specialist training for officials of stakeholder departments/agencies and contractors on environmental monitoring and management arrangements to be followed under various projects/programs. • Preparation of environment management plans and

Sl. No	Designation	Man Months	Requirements
			<p>ensuring environment safeguards</p> <ul style="list-style-type: none"> • Consultations with Departments and Development Partners • Other tasks, as required
4	Agriculture Specialist	6	<p>Qualifications and Experience:</p> <ul style="list-style-type: none"> • Post-graduate degree in Agriculture and/or related fields • At least 10 years' experience of working in agriculture sector with sector issues or policies in India or similar countries • Knowledge and exposure of agriculture related issues and / or agro-ecological conditions • Knowledge of sectoral interlinkages particularly with irrigation systems, agriculture production technologies • Experience in Agri-sector reforms <p>Key Tasks:</p> <ul style="list-style-type: none"> • To support RKI and implementing organizations in dealing with Agri-sector reform programs and implementation • To advise RKI in establishment of forward and backward linkages for Agri based projects • To support and guide on FPO strengthening and value addition • Provide analytics-based strategic support for development and operationalizing programs, preparation of documentation, review of existing programs • Provide technical and strategic assistance and other stakeholders in reviewing investments plans and provide inputs/ suggestions/comments for incorporating and integrating activities with linkages to ongoing agriculture development programs in the State • Provide training and capacity building to officials of various stakeholder departments and agencies in agriculture sector- related matters.
5	Procurement	12	<p>Qualifications and Experience:</p>

Sl. No	Designation	Man Months	Requirements
	Specialist		<ul style="list-style-type: none"> • Post graduate degree in science/engineering/law/commerce/economics/management • At least 10 years of experience in procurement, supply management in large organizations or projects in public or private sector • Knowledge and exposure of working with procurement process of multilateral and bilateral agencies <p>Key Tasks:</p> <ul style="list-style-type: none"> • Prepare standard bidding documents for procurement of goods, works and services • Prepare guidelines and benchmarks for procurement processes and procurement system management • Review sample bidding documents and contracts, assess gaps and guide on adherence to prescribed procurement rules, policies, and norms • Help procurement scheduling and planning for RKI or other agencies/departments • Monitor procurement-related compliance of safeguards mandated by various donor agencies under projects/programs • Provide support to RKI or other agencies/departments in the evaluation of proposals as part of procurement of goods and/or services. • Provide training and capacity building to officials of various stakeholder departments and agencies in procurement -related matters.
6	Digital Development Specialist	12	<p>Qualifications and Experience:</p> <ul style="list-style-type: none"> • Post-graduate degree in computer science, engineering and/or management • At least 10 years of experience in ICT, digital platform-based project design implementation • Experience with projects funded by bilateral and/or multilateral funding agencies • Knowledge in cyber/data related policies/regulations/legislations of both Government of India and Government of Kerala. <p>Key Tasks:</p> <ul style="list-style-type: none"> • Support departments/agencies in maximizing the

Sl. No	Designation	Man Months	Requirements
			<p>benefits of digital solutions by ensuring timely completion of software development</p> <ul style="list-style-type: none"> • Coordinate with all project stakeholders to ensure timely inputs for SRS, UAT and training • Coordinate with all ICT vendors and partner agencies • Support departments/agencies on strategy and best practices including State/Central government digital standards, cyber security requirements, data privacy requirements, and other regulatory guidelines for public sector digital platforms • Chart out and implement strategies for procuring requisite digital infrastructure and development of digital skills for the project stakeholders. • Provide training and capacity building to officials of various stakeholder departments and agencies in cyber/IT policy-related matters.
7	Program Executive-Agriculture	24	<p>Qualifications and Experience:</p> <ul style="list-style-type: none"> • Post-graduate degree in Agriculture, OR graduate degree in agriculture with a post-graduate degree in any Agri-related discipline • At least 5 years' experience of working in agriculture sector • Prior experience of working in agriculture sector in Kerala • Prior experience of working on agriculture interventions in disaster resilience projects/interventions • Experience with multilateral funded projects <p>Key Tasks:</p> <ul style="list-style-type: none"> • Monitoring, tracking, coordinating the fund flow and documenting the status of RKI projects in the agriculture and allied sectors • Guide and monitor the completion of agriculture-related interventions/activities • Facilitate environmental systems strengthening and social systems strengthening of RKI's interventions in the agriculture sector • Preparation of notes and reports on agriculture aspects to be shared with Departments, Development Partners, officials of GoK and GoI, etc

Sl. No	Designation	Man Months	Requirements
			<ul style="list-style-type: none"> • Consultations with Departments and Development Partners • Support in undertaking value chain gap analysis for key Agri value chains and formulate comprehensive Agri-value chain development plans for priority value chains • Undertake agri-business ecosystem analysis for key regional markets to identify areas for infrastructure development and capacity building • Design and anchor consultative events aimed at developing productive alliance with key private sector and community stakeholders • Develop relevant training and extension materials, manuals, articles and guidelines • Presentations and consultations to showcase best practices from the multiyear program implementation. • Provide technical and strategic assistance and other stakeholders in reviewing investments plans and provide inputs/ suggestions/ comments for incorporating and integrating activities with linkages to ongoing agriculture development programs in the State. • Other tasks as required
8	Program Executive-Roads	24	<p>Qualifications and Experience:</p> <ul style="list-style-type: none"> • Post-graduate degree in civil engineering OR graduate degree in civil engineering with a post graduate degree in management or any related discipline • At least 5 years experience of working in roads sector with sector issues or policies in India or similar countries • Prior experience of working in roads sector in Kerala • Prior experience of working on road sector in disaster resilience projects/interventions <p>Key Tasks:</p> <ul style="list-style-type: none"> • Monitoring, tracking, coordinating the fund flow and documenting the status of RKI projects in the roads and bridges sectors

Sl. No	Designation	Man Months	Requirements
			<ul style="list-style-type: none"> • Guide and monitor the completion of roads-related interventions/activities • Obtain and review the monthly progress report furnished by the implementing agency/department and furnish remarks thereon to the RKI. • Conduct random inspection of the construction works and submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of defects or deficiencies, if any, observed. The Report shall include the compliance of the approved/recommended safety measures for the work. • Liaise frequently with the Authority Engineer/Construction Supervision Consultant appointed for the work and take part in the review of the Work Methodology and Quality Assurance Plan submitted by the Contractor. If required by the RKI, take part in and observe the tests carried out at such time and frequency and in such manner as specified in the Agreement and in accordance with standard industry approved quality assurance practices. • Undertake a review of the progress of construction works and adherence to committed timelines, and identify potential delays, if any, and submit report to the RKI. • Facilitate environmental systems strengthening and social systems strengthening of RKI's interventions in the roads sector • Preparation of notes and reports to be shared with Departments, Development Partners, officials of GoK and GoI, etc • Consultations with Departments and Development Partners • Other tasks, as required.
9	Program Executive-Social Development	24	<p>Qualifications and Experience:</p> <ul style="list-style-type: none"> • Post-graduate degree in social sciences, rural management, rural development or any related discipline • At least 5 years' experience of working in

Sl. No	Designation	Man Months	Requirements
			<p>participatory development, women empowerment, gender impacts, inclusion aspects, etc in project planning and implementation</p> <ul style="list-style-type: none"> • Prior experience of working in the social sector in Kerala • Prior experience of working with bilateral and multilateral funding agencies • Prior experience of working on social systems strengthening in disaster resilience projects/interventions <p>Key Tasks:</p> <ul style="list-style-type: none"> • Monitoring, tracking, coordinating the fund flow and documenting the status of RKI projects in rural development, social development, livelihoods, poverty alleviation, tribal development, women and child development • Help ensure social systems strengthening of RKI's interventions across all sectors • Preparation of notes and reports to be shared with Departments, Development Partners, officials of GoK and GoI, etc • Consultations with Departments and Development Partners • Other tasks, as required
10	Program Executive-Water resources	24	<p>Qualifications and Experience:</p> <ul style="list-style-type: none"> • Post-graduate degree in civil engineering OR graduate degree in civil engineering with a post graduate degree in any related discipline • At least 5 years' experience of working in water sector with sector issues or policies in India or similar countries • Prior experience of working in water sector in Kerala • Prior experience of working with bilateral and multilateral funding agencies • Prior experience of working on water resources management and water supply and sanitation in disaster resilience projects/interventions • Exposure to coastal protection and shoreline management practices is desirable.

Sl. No	Designation	Man Months	Requirements
			<p>Key Tasks:</p> <ul style="list-style-type: none"> • Monitoring, tracking, coordinating the fund flow and documenting the status of RKI projects in the water resources management, and water supply and sanitation sectors • Guide and monitor the completion of water resources related interventions/activities • Obtain and review the monthly progress report furnished by the implementing agency/department and furnish remarks thereon to the RKI. • Conduct random inspection of the construction works and submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of defects or deficiencies, if any, observed. The Report shall include the compliance of the approved/recommended safety measures for the work. • Liaise frequently with the Project Manager appointed for the work and take part in the review of the Work Methodology and Quality Assurance Plan submitted by the Contractor. If required by the RKI, take part in and observe the tests carried out at such time and frequency and in such manner as specified in the Agreement and in accordance with standard industry approved quality assurance practices. • Undertake a review of the progress of construction works and adherence to committed timelines, and identify potential delays, if any, and submit report to teh RKI. • Facilitate environmental systems strengthening and social systems strengthening of RKI's interventions in the water sector • Preparation of notes and reports to be shared with Departments, Development Partners, officials of GoK and GoI, etc • Consultations with Departments and Development Partners • Other tasks, as required

Sl. No	Designation	Man Months	Requirements
11	Program Executive- IEC	12	<p>Qualifications and experience</p> <ul style="list-style-type: none"> • Post graduate degree or diploma in mass communication, journalism, public relations, or related disciplines • At least 5 years of experience in communication and media relations • Experience in working with Government projects in similar capacity is desirable • Excellent professional documentation skills in Malayalam and English are a must • Experience in awareness generation and multimedia information management through social media platforms • <p>Key Tasks</p> <ul style="list-style-type: none"> • Assessment of communication needs of RKI • Developing communication strategies of RKI • Content development and updating of RKI website and social media handles, RKI MIS, publication material, collateral, etc. in Malayalam and English • Develop multi-media content including newsletters, brochures, etc. on the achievement/progress of the project implementation • Other tasks, as required.
12	Program Executive-IT	12	<p>Qualifications and Experience:</p> <ul style="list-style-type: none"> • Postgraduate degree/diploma in computer application/information technology/e-governance or equivalent with at least 5 years of work experience • Experience in designing MIS applications for large government projects or for large projects • Experience in designing and managing dashboards, and using data for decision making • Experience in systems management will be an added advantage •

Sl. No	Designation	Man Months	Requirements
			<p>Key Tasks:</p> <ul style="list-style-type: none"> • Designing, monitoring and review of MIS, data entry and reporting systems for efficient monitoring and administration of program activities of RKI • Provide close support for all program monitoring and evaluation data collection and processing requirements • Training and technical support for application and use of MIS systems by implementing and executing agencies to facilitate timely progress reporting • • Coordinate with vendor for website design, operationalization, and updation.
13	Program Analyst- Urban	24	<p>Qualifications and Experience:</p> <ul style="list-style-type: none"> • Post-graduate degree in urban planning • At least 2 years of experience of working in urban sector with sector issues or policies in India or similar countries • Prior experience of working in urban sector in Kerala • Prior experience of working with bilateral and multilateral funding agencies • Prior experience of working on preparation of master plans in disaster resilience projects/interventions • <p>Key Tasks:</p> <ul style="list-style-type: none"> • Monitoring, tracking, coordinating the fund flow and documenting the status of RKI projects in the urban sector • Guide and monitor the completion of urban planning related interventions/activities • Facilitate environmental systems strengthening and social systems strengthening of RKI's interventions in the urban sector • Preparation of notes and reports to be shared with Departments, Development Partners, officials of GoK and GoI, etc • Consultations with Departments and Development

Sl. No	Designation	Man Months	Requirements
			Partners <ul style="list-style-type: none"> • Other tasks, as required
14	Program Analyst – Public Finance	12	<p>Qualifications and Experience:</p> <ul style="list-style-type: none"> • Post graduate degree in finance, public policy, public financial management (PFM), economics, business administration in finance or any other related fields with minimum 2 years of work experience • Exposure in working in finance management or administrative reforms in government • Knowledge of government budgeting, debt management, fund release and reporting formalities, and disbursement procedures • • Exposure to methodologies in public finance such as climate budgeting, risk financing, debt management etc. is desirable. • <p>Key Tasks:</p> <ul style="list-style-type: none"> • Help prepare debt management plans and frameworks • Support implementation of priority actions in the debt management plan • Help develop climate budget tagging (CBT) methodology and guidelines • Support the incorporation of State Action Plan for Climate Change priorities into State’s climate budget considerations and facilitate adoption of climate budget by key Departments • Other tasks, if required.
15	Programme Analyst - Accounts	12	<p>Qualification and Experience:</p> <ul style="list-style-type: none"> • Postgraduate in commerce or accountancy with at least 3 years’ of work experience • Knowledge of tracking expenditures across budget lines/codes and monitoring of expenditure frameworks • Knowledge of government budgeting, fund release and reporting formalities, financial management and disbursement procedures is desirable.

Sl. No	Designation	Man Months	Requirements
			<p>Key Tasks:</p> <ul style="list-style-type: none"> • Support RKI in tracking expenditures across budget lines/codes and monitoring of expenditure frameworks • Assist in preparing monthly account statements with treasury/bank reconciliations • Assist in preparing annual financial statements for review and approval. • Assist in preparing accounts for annual audits and support the auditors in the audit process • Support in preparing annual budgets and expenditure statements • Support to facilitate internal and/or external audits as per requirements of government and donor partners

General Requirements and Responsibilities

- Demonstrated skills in coordinating with different stakeholders including government, and international agencies and facilitating discussions.
- Obtain and review the monthly progress report furnished by the implementing agency/department and furnish remarks thereon to the RKI.
- Liaise frequently with the Project Manager appointed for a project and obtain project related information as deemed necessary for the assignment.
- Review the progress of projects and adherence to committed timelines, and identify potential delays, if any, and submit report to the RKI.
- Join/lead random inspections on project sites, as required by the RKI.
- Monitoring, tracking, coordinating the fund flow and documenting the status of RKI projects being implemented by various implementing agencies or departments.
- Facilitate training for officials of stakeholder departments/agencies and contractors on Environment Social Health and Safety (ESHS) safeguards monitoring and management arrangements to be followed under various projects/programs.
- Working knowledge in Malayalam is desirable.

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

- 1 Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) that are based on the contract forms included in the harmonized Request for Proposals (RFP) (Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs).
- 2 **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
- 3 **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.
- 4 The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts.

STANDARD FORM OF CONTRACT

Consultant's Services
Time-Based

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Preface

- 1 The standard Contract form consists of four parts: The Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
- 2 The General Conditions of Contract, including Attachment 1 on Fraud and Corruption shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

**CONTRACT FOR CONSULTANT'S SERVICES
Time-Based**

Project Name

**No.
Assignment Title:**

Contract No.

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I Form of Contract

TIME-BASED

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly severally liable to the Client for all the Consultants’ obligations under this Contract, namely, _____ and _____ (herein after called “Consultants”).]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursables Cost Estimates
 - Appendix E: Letter of invitation
 - Appendix F: Letter of Award
 - Appendix G: Minutes of pre-Bid Meeting
 - Appendix H: Code of Conduct (ESHS)
 - Appendix I: Memorandum of Understanding (in case of JV)

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; Appendix F; Appendix G; Appendix H; and Appendix I. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[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.]

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II General Conditions of Contract

A. GENERAL PROVISIONS

1 Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- b “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- c “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- d “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- e “Day” means a working day unless indicated otherwise.
- f “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- g “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- h “Foreign Currency” means any currency other than the currency of the Client’s country.
- i “GCC” means these General Conditions of Contract.
- j “Government” means the government of the state of Kerala in India.
- k “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses 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 Client for the performance of the Contract.

- l “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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- m “Local Currency” means the currency of the Client’s country.
- n “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- o “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- p “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- q “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- r “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- s “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4 Language

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

6 Communications

- 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language

specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such Party at the address specified in the SCC.

- 6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7 Location

The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8 Authority of Member in Charge

In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

10 Fraud and Corruption

Client requires compliance with the Anti-Corruption Guidelines and its prevailing sanctions policies and procedures or such other guidelines and regulations issued from time to time by the Government regarding the procurement of goods and services shall apply with respect to the procurement.

10.a Commissions and Fees

Deleted

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the

event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13 Commencement of Services

The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14 Expiration of Contract

Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17 Force Majeure

a. Definition

- i. For the purposes of this Contract, "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, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or 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 Contract and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure,

provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

- c. Measures to be Taken**
- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
 - ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
 - iii. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
 - iv. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
 - (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
 - v. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19 Termination

- 19.1 This Contract may be terminated by either Party as per provisions set up below:

- a. By the Client** 19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
 - (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
 - (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
 - (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
 - (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.
- 19.1.2 If the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
- b. By the Consultant** 19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is

overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

- c. **Cessation of Rights and Obligations** 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. **Cessation of Services** 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. **Payment upon Termination** 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
 - (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 42;
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20 General

a. Standard of Performance

- 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

- 20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Client's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21 Conflict of Interest

- 21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate

interests.

- a. Consultant Not to Benefit from Commissions, Discounts, etc.** 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Applicable local Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22 Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential

information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

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| 23 Liability of the Consultant | 23.1 | Subject to additional provisions, if any, set forth in the SCC , the Consultant's liability under this Contract shall be as determined under the Applicable Law. |
| 24 Insurance to be taken out by the Consultant | 24.1 | The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13. |
| 25 Accounting, Inspection and Auditing | 25.1 | The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs. |
| | 25.2. | Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the client. |
| 26 Reporting Obligations | 26.1 | The Consultant shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix. |
| 27 Proprietary Rights of the Client in Reports and Records | 27.1 | Unless otherwise indicated in the SCC , all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory |

thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28 Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29 Description of Key Experts

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to

exceed the ceilings set forth in Clause GCC 41.2.

- 29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.
- 30 Replacement of Key Experts**
- 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.
- 31 Approval of Additional Key Experts**
- 31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- 31.2 The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
- 32 Removal of Experts or Sub-consultants**
- 32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 32.3 Any replacement of the removed Experts or Sub-consultants

shall possess better qualifications and experience and shall be acceptable to the Client.

**33 Replacement/
Removal of Experts
– Impact on
Payments**

33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**34 Working Hours,
Overtime, Leave,
etc.**

34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

**35 Assistance and
Exemptions**

35.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be

necessary or appropriate for the prompt and effective implementation of the Services.

- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

36 Access to Project Site

The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

37 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

38 Services, Facilities and Property of the Client

- 38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in

Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39 Counterpart Personnel

- 39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.
- 39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

40 Payment Obligation

In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

41 Ceiling Amount

- 41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).
- 41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.
- 41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

42 Remuneration and Reimbursable

- 42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each

- Expenses**
- Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
- 42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.
- 42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- 42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.
- 42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.
- 43 Taxes and Duties**
- 43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 44 Currency of Payment**
- Any payment under this Contract shall be made in the currency (ies) specified in the **SCC**.
- 45 Mode of Billing and Payment**
- Billings and payments in respect of the Services shall be made as follows:
- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set

off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report

and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46 Interest on Delayed Payments

If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

47 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

48 Amicable Settlement

- 48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

49 Dispute Resolution

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. General Conditions Attachment 1

Fraud and Corruption *(Text in this Appendix shall not be modified)*

1 Purpose

1.1 The Anti-Corruption Guidelines and this annex apply with respect to this procurement.

2 Requirements

1 The Client requires that; bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of the contracts, and refrain from Fraud and Corruption.

2 To this end, the Client:

a Defines, for the purposes of this provision, the terms set forth below as follows:

i “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v “obstructive practice” is:

a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Client investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

b) acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under paragraph 2.2 e. below.

b Rejects a proposal for award if the Client determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

- indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Client determines at any time that representatives of the Consultant engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Consultant having taken timely and appropriate action satisfactory to the Client to address such practices when they occur, including by failing to inform the Client in a timely manner at the time they knew of the practices;
 - d Pursuant to the Anti- Corruption Guidelines and in accordance with the prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Government-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Government-financed contract; and
 - e Requires that a clause be included in bidding/request for proposals documents and in contracts, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Client to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Client.

¹ *For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.*

² *A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Consultant.*

³

III Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of INDIA
4.1	The language is English
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : _____ _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____ _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: <i>Signing of the contract</i>
12.1	Termination of Contract for Failure to Become Effective:

	The time period shall be 4 months
13.1	Commencement of Services: The number of days shall be 15 days from signing the contract
14.1	Expiration of Contract: The time period shall be twenty-four months
23.1	<p>No additional provisions.</p> <p><i>[OR:</i></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (a) is different from the law of the Client's country].</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p>

	<p>(a) Professional liability insurance, with a minimum coverage of [insert amount and currency which should be not less than the total ceiling amount of the Contract];</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of [insert amount and currency or state “in accordance with the applicable law in the Client’s country”];</p> <p>(c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state “in accordance with the applicable law in the Client’s country”];</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	[If applicable, insert any exceptions to proprietary rights provision]
27.2	<p>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</p> <p>[The Consultant shall not use these [insert what applies.....documents and software.....]/for purposes unrelated to this Contract without the prior written approval of the Client.]</p> <p>OR</p> <p>[The Client shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</p> <p>OR</p> <p>[Neither Party shall use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>

<p>32. Removal of Experts or Sub-consultants</p>	<p><i>[Note to Client: include the following for supervision of civil works contracts otherwise delete.]</i></p> <p>Insert the following as Sub-Paragraph 32.3 and renumber original Sub-Paragraph 32.3 as Sub-Paragraph 32.4</p> <p>“Key Experts, Non-Key Experts or Subconsultants who are found to be in breach of the Consultant’s Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender-based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client’s written request.”</p>
<p>35.1 (a) through (e)</p>	<p><i>[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]</i></p>
<p>35.1(f)</p>	<p><i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]</i></p>
<p>41.2</p>	<p>The ceiling in foreign currency or currencies is: <i>[insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>The ceiling in local currency is: <i>[insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Client <i>[insert as appropriate: “for” or “to”]</i> the Consultant.</p> <p>The amount of such taxes is <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p>
<p>42.3</p>	<p>Price adjustment on the remuneration <i>[insert “applies” or “does not apply”]</i></p> <p><i>[If the Contract is less than 18 months, price adjustment does not apply.</i></p> <p><i>If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Client’s country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the</i></p>

Consultant) and remuneration in local currency by using the corresponding index for the Client's country. A sample provision is provided below for guidance:

Payments for remuneration made in [foreign *and/or* local] currency shall be adjusted as follows:

- (1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \left\{ \text{or } R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right] \right\}$$

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"*]

- (2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every [*insert number*] months (and, for the first time, with effect for the remuneration earned in the [*insert number*]the calendar month after the date of the Contract) by applying the following formula:

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}} \quad \left\{ \text{or } R_l = R_{lo} \times \left[0.1 + 0.9 \frac{I_l}{I_{lo}} \right] \right\}$$

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates

	<p>(Appendix D) in local currency; I_t is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and I_o is the official index for salaries in the Client's country for the month of the date of the Contract.</p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_t and I_o in the adjustment formula for remuneration paid in local currency: [<i>Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency</i>]</p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_o/X. X_o is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
<p>43.1 and 43.2</p>	<p>The Client warrants that [<i>choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates")</i>]:</p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i></p> <p><i>OR</i></p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p><i>“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”]</i></p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into</p>

	<p>such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <ul style="list-style-type: none"> i the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and ii if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.
44.1	<p>The currency [currencies] of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i></p>
45.1(a)	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
45.1(b)	<p><i>[Delete this Clause SCC 45.1(b) if the Consultant shall have to submit its</i></p>

	<p><i>itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p>The Consultant shall submit to the Client itemized statements at time intervals of [e.g. “every quarter”, “every six months”, “every two weeks”, etc.].</p>
45.1(e)	<p>The accounts are: for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
46.1	<p>The interest rate is: <i>[insert rate]</i>.</p>
49.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the</i>

	<p><i>International Chamber of Commerce, Paris; etc.].</i></p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country];</i></p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

IV Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”

**Model Form I
Breakdown of Agreed Fixed Rates in Consultant’s Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client’s Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE*[See Clause GCC 41.2.1 and SCC 41.2.1]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment****Guarantor:** *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** *[insert Name and Address of Client]***Date:** *[insert date]***ADVANCE PAYMENT GUARANTEE No.:** *[insert number]*

We have been informed that *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with the Beneficiary, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[amount in figures]* () *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on its account number at *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the

¹ ¹¹¹¹¹¹¹¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

Consultant has made full repayment of the amount of the advance payment, or on the day of [month] , [year] ,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² 22222222 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

PART III

Section 9. Notification of Intention to Award and Beneficial Ownership Forms

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Client: *[insert the name of the Client]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

RFP No: *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a request a debriefing in relation to the evaluation of your Proposal, and/or
- b submit a Procurement-related Complaint in relation to the decision to award the contract.

1 The successful Consultant

Name:	<i>[insert name of successful Consultant]</i>
Address:	<i>[insert address of the successful Consultant]</i>
Contract price:	<i>[insert contract price of the successful Consultant]</i>

2 Short listed Consultants [INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion.]

Name of Consultant	Submitted Proposal	Overall technical scores	Financial Proposal price	Combined score and ranking (if applicable)
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	Combined Score: [combined score] Ranking: [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u>	[Proposal price]	Combined Score: [combined score] Ranking: [ranking]

Name of Consultant	Submitted Proposal	Overall technical scores	Financial Proposal price	Combined score and ranking (if applicable)
		1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]		
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score]	[Proposal price]	Combined Score: [combined score] Ranking: [ranking]

Name of Consultant	Submitted Proposal	Overall technical scores	Financial Proposal price	Combined score and ranking (if applicable)
		<u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i> Total score: <i>[insert score]</i>		
<i>[insert name]</i>	...			
...	...			

3 Reason/s why your Proposal was unsuccessful [*Delete if the combined score already reveals the reason*]

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

4 How to request a debriefing [*This applies only if your proposal was unsuccessful as stated under point (3) above*]

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Client*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5 How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: *[insert name of Client]*

Email address: *[insert email address]*

Fax number: *[insert fax number]* ***delete if not used***

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are three essential requirements:

- 1 You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process and is the recipient of a Notification of Intention to Award.
- 2 The complaint can only challenge the decision to award the contract.
- 3 You must submit the complaint within the deadline stated above.

6 Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of *[insert the name of the Client]*:

Signature:

Name:

Title/position:

Telephone:

Email:

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares*
- directly or indirectly holding 25% or more of the voting rights*

Request for Proposal Reference No.: *[insert identification no]*

Name of the Assignment: *[insert name of the assignment]*

To: *[insert complete name of Client]*

In response to your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant”

Name of the Consultant: **[insert complete name of the Consultant]*_____

Name of the person duly authorized to sign the Proposal on behalf of the Consultant:

***[insert complete name of person duly authorized to sign the Proposal]*_____

Title of the person signing the Proposal: *[insert complete title of the person signing the Proposal]*_____

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*_____

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*_____

* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.

-----end of document-----