

**Request for Proposals**  
**for**  
**Hiring of consulting firm for implementation of various activities for the Farmers Mobilization project (2), MBMA, Meghalaya Sustainable Land Management (SLM) Project**  
**(Sustainable Land Management- Farmers Mobilization)**

Ref No: MBMA/KfW/C-4/2024/02

**BMZ no: 202067973**

Issue date: 11<sup>th</sup> March, 2024

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## LETTER OF INVITATION

Project ID PN 45377/BMZ-No. 2020 67 973  
SHILLONG, 11<sup>th</sup> March, 2024.

Dear Mr. /Ms.

1. The Meghalaya Basin Management Agency (MBMA) referred to as the “Employer” is acting as implementing agency for the Project “Sustainable Land Management - Farmers Mobilization” and intends to engage a consultant for which this Request for Proposal is issued. KfW provides financing for the project; any payments are subject to the underlying financing arrangements and no party other than the Employer shall derive any rights from or have any claims to the proceeds of it.
2. The Employer now invites Proposals to provide the following consulting services (hereinafter called “Services”): **“Consultancy for i) Support to the Implementation of Certified Organic Farming Systems in Meghalaya ii) Research and Development Services for eradication/control of diseases in ginger crop of Meghalaya iii) Preparing PoP (Package of Practices) Materials (10 Crops/Systems) and iv) Development of materials on local languages and dissemination”**. More details on the Services are provided in the Terms of Reference (Section VII)
3. A firm will be selected in accordance with the procedures described in the KfW Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries, which can be found on the website [www.kfw-entwicklungsbank.de](http://www.kfw-entwicklungsbank.de).
4. The RFP includes the following Sections:  
Section I - Instructions to Consultants (ITC)  
Section II - Data Sheet  
Section III - Technical Proposal - Standard Forms  
Section IV - Financial Proposal - Standard Forms  
Section V - Eligibility Criteria  
Section VI - KfW Policy - Sanctionable Practice - Social and Environmental Responsibility  
Section VII - Terms of Reference  
Section VIII - Conditions of Contract and Contract Form
5. Please inform us by 14<sup>th</sup> of March, 2024 in writing by E-mail to [mbmaprourement@gmail.com](mailto:mbmaprourement@gmail.com) :
  - i. that you have received this Letter of Invitation; and
  - ii. whether you intend to submit a Proposal
6. Details on the Proposal’s submission date, time and address are provided in ITC 15.7.

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Yours sincerely,

Sd/-

Additional Project Director,  
Meghalaya Basin Management Agency  
C/o Meghalaya State Housing Financing Co-operative Society Ltd.  
Nongrim Hills, Shillong-793003  
Email: [mbmaprourement@gmail.com](mailto:mbmaprourement@gmail.com)

# **PART 1 – TENDERING PROCEDURES**

## Section I. Instructions to Consultants

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## Section I. Instructions to Consultants

### A. General Provisions

#### 1. Scope of Proposals and Definitions

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

The following selection method is used for this RFP:

**Two-envelope submission Quality and Cost-Based Selection (QCBS)**, which attributes a weight to the Technical Proposal and to the Financial Proposal as indicated in the **Data Sheet** and is the standard method.

1.2 Throughout these Request for Proposal the following definitions apply:

- (a) "Affiliate(s)" means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Employer's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The terms "Consultant" and "Bidder" are used in this document interchangeably.
- (d) "Contract" means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).
- (e) "**Data Sheet**" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
- (f) "Day" means a calendar day.
- (g) "Employer" means the contracting party that legally concludes the Contract for the Services with the selected Consultant. The term Employer may be used interchangeably with the term Project Executing Agency.
- (h) "Experts" means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) "Government" means the government of the Employer's country.
- (j) "Guidelines" means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at [https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet\\_2.pdf](https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf).
- (k) "ITC" (Section 2 of this RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.



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

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

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

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

## 2. Source of Funds, Responsibilities

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

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

2.2 The procurement process is the responsibility of the Employer. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises

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

### **3. Sanctionable Practice**

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

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

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

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

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

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

4.4 This tendering procedure is open only to preselected Consultants.

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

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

### **5. Conflict of Interest**

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

5.2 Bidders shall be disqualified if they:

- (a) are an affiliate controlled by the Employer or a shareholder controlling the Employer, unless the stemming conflict of interest has been fully resolved;
- (b) have a business or a family relationship with an Employer's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been fully resolved;
- (c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information

contained in the respective applications, to influence them or influence the decisions of the Employer;

- (d) are engaged in a services activity which, by its nature, may conflict with the assignment that they would carry out for the Employer;
- (e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.
- (f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the Employer and are or were able in this connection to influence the award of contract.
- (g) are state-owned entities, which are not able to provide evidence that
  - (a) they are legally and financially autonomous and
  - (b) they do operate under commercial laws and regulations.

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

## 6. Unfair Competitive Advantage

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

## B. Preparation of Proposals

### 7. General Considerations

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

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

- a) affects in any substantial way the scope, quality, or performance of the Services; or

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

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

#### 8. Cost of Preparation of Proposal

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

#### 9. Documents Comprising the Proposal

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

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

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

#### 10. Proposal Validity

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

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

#### Extension of Validity Period

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

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

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

- Substitution of Key Experts at Validity Extension
- 10.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.
- 10.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.
- 10.8 Substitution requests shall not delay the evaluation process.
- 11. Clarification and Amendment of RFP**
- 11.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer’s address indicated in the **Data Sheet**. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 11.1.1 At any time before the Proposal submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them.
- 11.1.2 If the amendment is substantial, the Employer may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 11.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 12. Preparation of Proposals – Specific Considerations**
- 12.1 While preparing the Proposal, the Consultant must give particular attention to the provisions in the **Data Sheet**.
- 12.2 If stipulated in the **Data Sheet** a basic eligibility and qualification assessment will be carried out to establish the Consultant’s general capability to perform the requested services as a prerequisite to qualify for technical evaluation. The Consultant shall submit the Qualification Form(s) as stipulated in the **Data Sheet**.
- 12.3 If required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.
- 13. Technical Proposal Format and Content**
- 13.1 In a two-envelope procedure (here: QCBS only) the Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 13.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.

	13.3	The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.
<b>14. Financial Proposal</b>	14.1	The Consultant shall submit a Financial Proposal based on the requirements as described in the TOR (Section VII) and considering the remuneration mode as specified in the <b>Data Sheet</b> . If a contract period is provided in the <b>Data Sheet</b> the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in the <b>Data Sheet</b> and in Section IV.
Taxes	14.2	Tax liabilities and public duties in connection with the Contract will be reimbursed upon documentary evidence. In case KfW is the Employer, and the Consultant is a German resident the applicable German VAT must be applied and shown separately in the financial proposal.
Currency of Proposal	14.3	The Consultant shall calculate the Financial Proposal for its Services in Euro unless otherwise permitted in the <b>Data Sheet</b> .
Currency of Payment and Payment Conditions	14.4	Payments under the Contract shall be made in Euro unless otherwise stated in the <b>Data Sheet</b> .
	14.5	The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the <b>Data Sheet</b> .
Contributions by the Employer	14.6	The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions: <ul style="list-style-type: none"> <li>14.6.1 provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project;</li> <li>14.6.2 provide other support and contributions as stipulated in the <b>Data Sheet</b>.</li> </ul>

## C. Submission, Opening and Evaluation

<b>15. Submission, Sealing, and Marking of Proposals</b>	15.1	The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 9 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand unless otherwise stipulated in the <b>Data Sheet</b> .
	15.2	The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.
	15.3	Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.
	15.4	The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the <b>Data Sheet</b> . All

copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

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

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

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

## 16. Confidentiality

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

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

## 17. Opening of Proposals

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

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

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

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

Quality and Cost-based Selection - QCBS

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

**18. General aspects of Evaluation**

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

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

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

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

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

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

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

**19. Evaluation methods**

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

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

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



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

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

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

## 20. Evaluation steps and sequence

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

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

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

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

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

Quality and Cost-based Selection - QCBS

per ITC 20.2 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing. The opening of the Financial Proposals shall be done in accordance with ITC 17.2 and ITC 17.5. The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors and strictly following the stipulations of ITC 23.

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

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

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

Fixed Budget-based  
Selection - FBS

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

- a) Evaluation will begin with reading out the total prices of all proposals. Eligible for evaluation are only those proposals which are within the available budget as indicated in the **Data Sheet**. All proposals exceeding the available budget will be excluded from further evaluation. In order to determine financial responsiveness evaluation of the financial proposals will strictly follow the instructions as per ITC 21.
- b) If qualification criteria are determined in the **Data Sheet** the evaluation of the financially responsive technical proposals will begin with assessing the bidder's qualification based on criteria set in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.
- c) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.3 b). A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.
- d) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.
- e) The Proposal Score shall be calculated as per the formula presented in 20.5.

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

Least Cost-based  
Selection - LCS

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

- a) Evaluation will begin with reading out the total prices of all proposals and checking for arithmetical correctness as specified in ITC 21.

- b) The lowest corrected price bid will be evaluated as per the pass and fail criteria set out in the **Data Sheet**. All other proposals will be neglected at this stage. If the lowest corrected price bid is determined technically responsive evaluation will be stopped and the bidder proposed to be awarded the contract.

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

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

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

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

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

The weighted technical score is calculated as follows:

$PT = WT * T$ , with

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

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

WT = weight of the technical Proposal (in percent)

The weighted financial score is calculated as follows

$PF = WF * Co/C$ , with

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

C = evaluated price of the financial Proposal,

Co = lowest evaluated price of all financial Proposals.

and the overall score is calculated as:

$P = PF + PT.$ "]

## 21. Evaluation of Financial Proposals

Time Based contracts

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

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

as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

Lump Sum contracts

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

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

**22. Employer's Right to Reject All Proposals**

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

## **D. Negotiations and Award**

**23. Negotiations**

23.1 The Employer shall conduct contract negotiations with the Consultant whose bid has been ranked highest.

23.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant's authorized representative.

Availability of Key Experts

23.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 10 of the ITC. Failure to confirm the Key Experts' availability shall result in the rejection of the Consultant's Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.

23.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the invitation announcement to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

Technical Negotiations

23.5 The scope of the contract negotiations shall be limited to the following points:

- a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
- b) clarifying any counterpart services to be provided by the Employer.

Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.

- Financial Negotiations
- 23.6 Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.
- 23.7 All terms and conditions of the Contract, including the payment schedule, shall be strictly in accordance with the terms and conditions set out in the contract form provided in Section VIII. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.
- 24. Conclusion of Negotiations**
- 24.1 The negotiations are concluded with a review of the finalized draft Contract.
- 24.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.
- 25. Award of Contract, Information of Consultants**
- 25.1 After completing the negotiations with the Consultant, the Employer shall promptly inform all preselected Consultants on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score/Result of the winner and the respective Consultant.
- 25.2 In case a Consultant requests additional information on the result of the evaluation in writing to the Employer, the Employer shall promptly provide a debriefing to the Consultant informing on the weaknesses of the Proposal in relation to the winning Consultant. No additional information shall be disclosed.
- The following clause applies only if KfW is not the Employer:
- 25.3 Subject to KfW's approval to the draft Contract the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

## Section II. Data Sheet - QCBS

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1.1</b>	The Employer is Meghalaya Basin Management Agency (MBMA)
<b>1.1 a)</b>	The selection method is two-envelope submission Quality and Cost-Based Selection (QCBS).
<b>1.2 (b)</b>	India
<b>1.3</b>	The name of the assignment is <i>"Hiring of consulting firm for implementation of various activities for the Farmers Mobilization project (2), MBMA, Meghalaya Sustainable Land Management (SLM) Project"</i>
<b>1.4</b>	A pre-proposal conference will be held on the <b>19<sup>th</sup> March 2024</b> at 15:00 hours (IST) through a Virtual Conference. Bidders who are interested to participate in the pre-bid meeting, need to sent a request to <a href="mailto:mbmaprourement@gmail.com">mbmaprourement@gmail.com</a>
<b>1.5</b>	The Employer will provide the following inputs to facilitate the preparation of the Proposals: <i>As specified in the Terms of Reference</i>
<b>6.1</b>	Joint Venture is permitted up to a maximum of 3 firms.
<b>B. Preparation of Proposals</b>	
<b>11.1</b>	The deadline for clarifications by Consultants is <b>20<sup>th</sup> March, 2024</b> Clarifications should be email to: <a href="mailto:mbmaprourement@gmail.com">mbmaprourement@gmail.com</a> <b>MBMA will respond to all the queries through a clarification, addendum and clarification and to be published on the MBMA website, not later than 10 calendar days prior to the bid submission deadline.</b>
<b>12.1.</b> QCBS	The estimated input of Key Experts' is : <i>Bidders have to quote the person-months based on their own professional judgement and experience</i>

12.2	An eligibility and qualification assessment is carried out based on the criteria listed in table ITC 20.2, below.			
12.3	Not applicable			
14.1	<p>The contract period shall be <b>Twenty Four (24) months from the date of signing of the Contract Agreement</b></p> <p>The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum basis.</p> <p>The Consultant shall present its Financial Proposal according to Form FIN-1 Financial Proposal - Cost Breakdown.</p>			
14.3	<i>The Consultant is to express its Financial Proposal in INR (Indian Rupees)</i>			
14.5	<b>D.No</b>	<b>Deliverables</b>	<b>Key contents and activities</b>	<b>Deadline submission in calendar days</b>
	D1	Inception Report	Detailed Workplan and personnel schedule	15 days after signing of the contract
	D2	Monthly Report Support to the Implementation of Certified Organic Farming Systems in Meghalaya	Comprehensive analysis of progress made under Task 1 Support to the Implementation of Certified Organic Farming Systems in Meghalaya, development status and expected end for each output + update activity plan for the next month.	Monthly progress reports shall be submitted at the end of each month under the assignment (16 months)
	D3	PoP Intermediate report	PoP materials for 10 selected crops/systems/value chains for respective organic certification compliance, as specified under Task 3	3 months after signing of the contract
	D4	Six-monthly progress report Research and Development Services for eradication/control	Cover all outputs specified Task 2 Research and Development Services for eradication/control	The bi-annual report shall be submitted at the end of each 6 months period.

		of diseases in ginger crop of Meghalaya	of diseases in ginger crop of Meghalaya	
	D5	Interim annual report Research and Development Services for eradication/control of diseases in ginger crop of Meghalaya highlighting key findings and their application potential	The report shall contain a sufficiently detailed description of the requested outputs specified under Task 2 Research and Development Services for eradication/control of diseases in ginger crop of Meghalaya.	12 months after signing of the contract
	D6	PoP Demonstration report	PoP Demonstration report and shall contain a sufficiently detailed description of the requested outputs specified under Task 3	24 months after signing of the contract
	D7	Final Report	Final report with the same specifications as the interim annual report and shall contain a sufficiently detailed description of the requested outputs specified under Task 1, 2, 3 and 4	24 months after signing of the contract
14.6	<i>Not Applicable</i>			
<b>C. Submission, Opening and Evaluation</b>				
15.4	<p>The Consultant shall submit the Proposal as follows:</p> <p>(a) Technical Proposal: one (1) original and one (1) copy, each as hard copy;</p> <p>(b) Financial Proposal: one (1) original as hard copy.</p> <p><i>The soft copy of the technical proposal will be asked to be submitted after the opening of the technical proposal</i></p>			
15.5 QCBS	<p>The original and all copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "Technical Proposal", "<b>Consultancy for Hiring of consulting firm for implementation of various activities for the Farmers Mobilization project (2), MBMA, Meghalaya Sustainable Land Management (SLM)</b></p>			



	<p><b>Project “</b>, reference number, name and address of the Consultant, and with a warning “Do Not Open until 11<sup>th</sup> April, 2024 at 5:00 PM (IST)”.</p> <p>Similarly, the original and all copies of the Financial Proposal shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “Do Not Open with The Technical Proposal.”</p> <p>The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “Do Not Open Before 11<sup>th</sup> April, 2024 at 5:00 PM (IST)”.</p>						
15.6	<p>The deadline for the submission of Proposals shall on 11<sup>th</sup> April, 2024 at 5:00 PM (IST)</p> <p>The original of the Proposal shall be submitted at the following address:</p> <p>Additional Project Director, Procurement Unit Meghalaya Basin Management Agency C/o Meghalaya State Housing Financing Co-operative Society Ltd. Nongrim Hills, Shillong-793003 Email: mbmaprourement@gmail.com</p>						
17.1	<p>The opening of the Proposals will take place 11<sup>th</sup> April 2024, 5:30 PM (IST)</p> <p>Address: As indicated in 15.6 or through a virtual meeting (link will be shared on time before opening)</p>						
17.2	<p>The Employer’s evaluation committee is composed of <b>Officials of MBMA and other Officials as required.</b></p>						
18.4	Not applicable						
18.5	Not applicable						
20.2 b)	<p>The technical evaluation shall be carried out based on the following criteria and point system. No additional criteria or sub-criteria than those indicated in the RFP shall be used for the evaluation of the Technical Proposal.</p> <p><b>Pre Qualification Criteria:</b></p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Criteria</th> <th>Supporting documents</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>The Bidder should be a Company registered under the Companies Act, 1956/ Proprietary Firm</td> <td>Certificate of incorporation/certificate for commencement of business/other relevant documentary proof should be submitted</td> </tr> </tbody> </table>	Sl. No.	Criteria	Supporting documents	1.	The Bidder should be a Company registered under the Companies Act, 1956/ Proprietary Firm	Certificate of incorporation/certificate for commencement of business/other relevant documentary proof should be submitted
Sl. No.	Criteria	Supporting documents					
1.	The Bidder should be a Company registered under the Companies Act, 1956/ Proprietary Firm	Certificate of incorporation/certificate for commencement of business/other relevant documentary proof should be submitted					

	3.	Attested copy of Company's PAN and GST details	Attested copy of PAN Card and GST Certificate
	4.	The applicant firm must have an Average annual turnover of INR 50 Lakhs (Indian Rupees Fifty Lakhs only). In the previous three financial year viz., 2020-21, 2021-22 & 2022-23.	Copies of audited balance sheet  CA certificate highlighting the turnover of the applicant.
	5.	The Consultant should be an experienced Consultancy Firm well established with at least 7 years of relevant and applicable technical, operational and managerial experience in the agriculture and agri-business sector	2 Previous Work order/Contract Agreement to be submitted
	6.	The firm should have implemented atleast one (1) project in the field of Package of Practices (POP) and NPOPs	Previous Work order/Contract Agreement
	7.	The firm should have implemented atleast one (1) project in the field of Research and Development Services for eradication/control of diseases in ginger crop	Previous Work order/Contract Agreement
	8.	The firm should have implemented atleast one (1) project in the field of development of materials on local languages and dissemination	Previous Work order/Contract Agreement
	9.	Self-declaration in the firm's letterhead (seal and sign) to the effect the bidder is not insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances.	To be submitted in the firm's Letter Head

10.	Self-declaration in the firm's letterhead (seal and sign) that the bidder's business activities are not suspended or debarred from public procurement by the State Government of Meghalaya or Government of India.	To be submitted in the firm's Letter Head	
<p><b>Note:</b> <i>The credibility of mentioned experience shall be presented in a list of the required similar project/contracts as required above, including description of services provided (including information on contract value, contracting entity/client, project location/country, duration, assignment budget, percentage carried out by consultant in case of association of firms or subcontracting and main activities) and accompanied by certificates/confirmation of orderly fulfilment of the contracts verified by other party from such contracts.</i></p>			
<i>Technical Proposal</i>			<i>Score</i>
<b>1.</b>	<b>Concept and methodology</b>		<b>55</b>
1.1	Clarity and completeness of the tender	5	
1.2	Critical analysis of the project objectives and the Terms of Reference (TOR)	5	
1.3	Proposed concepts and methods	10	
1.4	At least 3 similar contracts achieved during the last 7 years	15	
1.5	At least 3 years of experience in conducting research on plant pathogens/microbiology	10	
1.6	<p>Demonstrated experience working in the north-eastern states especially in Meghalaya within the agricultural sector, specifically engaging in activities directly related to developing PoP materials,</p> <p>Demonstrated understanding of the specific challenges and opportunities of the agricultural sector in Meghalaya</p>	10	
<b>2.</b>	<b>Qualifications of proposed staff</b>		<b>45</b>
2.1	Project Coordinator	15	
2.2	Six (6) Subject Matter Experts for Organic Farming Adoption	10	
2.3	Key R&D Specialist	10	

2.4	Key PoP Specialist	5	
2.5	Translation facilitator	5	
Total (maximum)			<b>100</b>
<p><b>Total points for criterion (2) = 45 Marks</b></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> <ol style="list-style-type: none"> <li>1) General qualifications (general education, Journalism, and Film making experience): [20%]</li> <li>2) Adequacy for the Assignment (relevant experience in the sector/similar assignments): [70%]</li> <li>3) Working in the region - North Eastern part of India, knowledge of local language etc.: [10%]</li> </ol>			
<i>Type of Document to be submitted:</i>		<i>Required (yes/no)</i>	
TECH-1 Declaration of Undertaking		Yes	
TECH-2 Comments or Suggestions on the TOR and Counterpart Staff		Yes	
TECH-3 Description of the Approach, Methodology, and Work Plan		Yes	
TECH-4 Work Schedule		Yes	
TECH-5 Personnel Schedule		Yes	

20.5	<p>The weights given to the Technical (T) and Financial (F) Proposals are as  <math>W_T = 80 \%</math>, and  <math>W_F = 20 \%</math></p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. <i>The Bidders will have to comply in the pre qualification criteria given above in order to be eligible for the technical evaluation and forward</i></li> <li>2. <i>The Minimum Qualification Marks for Technical qualification is 75 out of 100</i></li> <li>3. <i>Only those firms securing 75 marks and above in the Technical qualification will be eligible for the opening of Financial proposal</i></li> <li>4. <i>The Minimum Combine Marks to qualify is 75 Marks</i></li> <li>5. <b>Bidders will submit the financial quotation which will include a segregation of the Net amount and the taxes separately. Evaluation will be done on the Net Amount Only</b></li> </ol>
21.3	<p>Bidders shall quote the net amount and furnish distinct details regarding the amount of identifiable local taxes (GST) and public duties directly attributable to the contract.  Such taxes and public duties will be excluded from the evaluation.</p>
	<p><b>D. Negotiations and Award</b></p>
25.3	<p>The expected commencement date of the assignment is May 2024 in Meghalaya.  <i>Note to bidders: In their financial proposals, the Bidders shall quote the net amount and furnish distinct details regarding the amount of identifiable local taxes (GST) and public duties directly attributable to the Contract.</i></p>

### Section III. Technical Proposal – Standard Forms

FORM	DESCRIPTION	<i>Page Limit</i>
QUAL-1	Financial Capability	3
QUAL-2	Project Experience	15
TECH-1	Declaration of Undertaking	3
TECH-2	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	5
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	30
TECH-4	Work Schedule (Tasks and Activities Bar Chart)	10
TECH-5	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)	30

**FORM QUAL-1****FINANCIAL CAPACITY STATEMENT**

<b>Financial data</b>	<b>2 years before last year<sup>1</sup> INR</b>	<b>Year before last year  INR</b>	<b>Last year  INR</b>	<b>Average<sup>2</sup>  INR</b>
Annual turnover <sup>3</sup>				

If annual accounts are not yet available for the last year, please provide latest estimates or provisional figures. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table).

Natural persons who cannot present a balance sheet due to their legal status shall provide appropriate information (profit and loss statement, bank letter, etc.).

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<sup>1</sup> Last year = last accounting year for which the entity's accounts have been closed.

<sup>2</sup> Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

<sup>3</sup> The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of Services, interest, royalties, and dividends) during the year.

**FORM QUAL-2**  
**PROJECT EXPERIENCE**

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

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



## FORM TECH-1

### DECLARATION OF UNDERTAKING

Reference name of the Application/Offer/Contract: ("Contract")<sup>4</sup>

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>5</sup> subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
  - 2.2) Having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
  - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged, and dispute resolution is still pending or has not confirmed a full settlement against us;

<sup>4</sup> Capitalized terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

<sup>5</sup> The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

- 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity*),
- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
- 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5) in the case of procurement of Works, Plant or Goods:
- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
  - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
  - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
  - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
  - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation<sup>6</sup> (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.
7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

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<sup>6</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

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

Duly empowered to sign in the name and on behalf of<sup>7</sup>: \_\_\_\_\_

Signature:

Dated:

---

<sup>7</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

**Declaration of tax conformity - binding confirmation for legal persons**

**Name of company**

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....

(Place)

.....

(Date)

.....

(Name of the consultant)

.....

(Signature(s))

**Declaration of tax conformity - binding confirmation for natural persons**

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I will duly pay taxes that may arise from the provision of contracted services;
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....  
(Place)

.....  
(Date)

.....  
(Name of the person)

.....  
(Signature)

**FORM TECH-2****COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE,  
COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

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

**A - On the Terms of Reference**

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

**B - On Counterpart Staff and Facilities**

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

### FORM TECH-3

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

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

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



**FORM TECH-4 (INDICATIVE FORMAT)**

**WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)**

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

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

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

N°	Name	Position		Months <sup>1 2</sup>												Total time-input <sup>3</sup> (in person-months)		
				1	2	3	4	5	6	7	8	9	....	n	Internat'l	Nationa l	Total	
<b>KEY EXPERTS</b>																		
K-1	[e.g., Mr/Mrs. A]	[e.g., Team Leader]	Home															
			Field															
K-2																		
K-3																		
n																		
														<b>Subtotal:</b>				
<b>OTHER EXPERTS</b>																		
E-1			[Home]															
			[Field]															
E-2																		
n																		
														<b>Subtotal:</b>				
														<b>Total:</b>				

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



Full time input

Part time input

**FORM TECH-5  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**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
<i>[List all deliverables/tasks as in TECH- 5 in which the Expert will be involved]</i>	

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

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

## FORM FIN-1 FINANCIAL PROPOSAL – COST BREAKDOWN

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

### Model for Financial Proposal – Overall Cost Breakdown

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

[Bidder to indicate the currency]

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

**Lump sum contract**  basis  **Time based contract**  basis

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

### Basic Services (as per TOR)

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

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

### Duties and Taxes

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

<b>Overall – Fees, Transport, Logistics and Other Cost</b> (inclusive of taxes and duties)	
---	--

### Optional Services, Alternative Proposal

*[In case of services to be offered on an optional basis as per TOR the Consultant shall use the same cost breakdown structure shown above and below. The same applies if the Consultant wishes to propose an alternative proposal.]*

## Detailed Cost Calculation

<b>Detailed Cost Calculation – Fees, Transport, Logistics</b>				
<b>1. Foreign Staff Cost</b>	<b>Unit</b>	<b>Quantity</b>	<b>Lump sum unit rate</b>	<b>Amount</b>
1.1 Team Leader	month	...		
1.2 NN	month	...		
1.3 ...	month	...		
<b>Sub-total Foreign staff</b>				
<b>2. Local Staff Cost (incl. allowances and accommodation, see explanation)</b>				
2.1 NN	month	...		
2.2 ...	month	...		
<b>Sub-total Local staff</b>				
<b>3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff</b>				
3.1 Allowance, accommodation - Long-term staff	month	...		
3.2 Allowance, accommodation - Short-term staff	month	...		
<b>Sub-total Allowance and accommodation</b>				
<b>4. International Travel</b>				
4.1 International return flights	flight	...		
4.2 Complementary travel costs	flight	...		
4.3 .... other international flights	flight	...		
<b>Sub-Total International flights</b>				
<b>5. Local Travel &amp; Transport Cost</b>				
5.1 Vehicle lease/rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, insurance, repair	month	...		
5.3 Other local transport (short-term, peak)	day	...		
5.4 Local flights	flight	...		
<b>Sub-total Local transport</b>				
<b>6. Project Office</b>				
6.1 Office rent	month	...		
6.2 Office operation	month	...		
<b>Sub-total Project office</b>				
<b>7. Reports and Documents</b>				
7.1 ... (Type of reports/documents to be stated)	/doc	...		
7.2 ...	...	...		
<b>Sub-total Reports and documents</b>				
<b>Other Cost - Lump sum unit rate basis</b>	<b>Unit</b>	<b>Quantity</b>	<b>Lum sum unit Rate</b>	<b>Amount</b>
<b>8. Equipment**</b>				
8.1 Office equipment	...	...		
8.2 Project vehicles				
8.2 Other. equip. to be handed over/consumed	...	...		
<b>Sub-Total Total Equipment</b>				
<b>Other Cost - Remuneration at actual cost</b>				<b>Provisional Amount</b>
<b>9. Miscellaneous Items**</b>				
9.1 Other miscellaneous items/services				
9.2 Security measures				
9.3 General contingencies				
<b>Sub-Total Total Miscellaneous items/services</b>				

[Explanations on Other Cost



*For certain items the mode of remuneration can be independent of the contract mode (lump sum contract, time-based contract) and organized in two ways:*

*A) Remuneration on lump sum unit rate basis*

*This can be applied for cost items which are not included in items 1 – 7 and which the Consultant is required to supply or deliver separately during the performance of the Contract. Only commercially available cost items for which an estimate in terms of quantity can be made in advance should be taken into account (see examples under 8. Equipment in the table above). The Consultant will be required to offer lump sum unit rates for such items for the requested quantity and the remuneration will be according to the actual quantity delivered/consumed and the lump sum unit rate.*

*B) Remuneration at actual cost*

*This is appropriate for cost items which are identifiable but which are due to their nature difficult to calculate or to determine in advance. For example, the cost of specialized geographical surveys, specialized drill services, security measures are generally difficult to estimate in advance (see 9. Miscellaneous Cost in the table above). In such cases it is advisable to foresee a provisional amount either proposed by the Consultant in its Financial Offer or the Consultant is required by the Employer to take into account a predefined provisional amount in its offer. This could also include an item for general contingencies for unforeseen expenses. In order to avoid distortion of the financial evaluation the Employer must take care by either excluding such cost from financial evaluation or by applying the same amount in each proposal for the purpose of financial evaluation, independent of the amount possibly proposed by the Consultant. Before concluding the Contract or during Contract performance the details for such items will be further specified. Remuneration of such cost items will be at actual cost occurred against poof of evidence.*

*The table above for Equipment and Miscellaneous cost items is made up according to these explanations. However, this should be understood as guidance and the table may be modified if required in the project context. In any case the requirements on Equipment and Miscellaneous cost items as per clause 14.1 of the Data Sheet need to be reflected in the table.]*

## Section V. Eligibility Criteria

### Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
  - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
  - 2.2 have been
    - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
    - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
  - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed a full settlement against them;
  - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
  - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together

with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

- 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

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

### 1. Sanctionable Practice

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

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

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

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

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

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

<b>Coercive Practice</b>	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
<b>Collusive Practice</b>	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
<b>Corrupt Practice</b>	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the

intention of influencing the actions of any person or causing any person to refrain from any action.

**Fraudulent Practice** Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

**Obstructive Practice** Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

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

## **2. Social and Environmental Responsibility**

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

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labor standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labor Organization<sup>8</sup> (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

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## **PART 2 – TERMS OF REFERENCE**

## Section VII. Terms of Reference

### 1. Introduction

The Meghalaya Sustainable Land Management (SLM) Project, funded by KfW, aims to establish sustainable land management practices and value chains on a pilot basis through an efficient, functional support structure for roll-out at the state level. Initiatives will include promoting organic farming, addressing certification challenges, empowering farmers through capacity building, and linking organic produce to remunerative global markets. Additionally, it will assist participating institutions in preparing a solid foundation for implementing scalable and replicable sustainable farming and value chain models, while ensuring sustainable natural resources management, productivity improvement, climate change mitigation, and creation of livelihood opportunities.

Components of the SLM Project

**Component 1: Organic Farming Production and Diversification.** This component focuses on enhancing organic farming competitiveness at the farm level by supporting access to knowledge, technology, and finance to increase long-term productivity and farm income.

**Component 2: Value Addition & Upgradation of Aggregation Infrastructure.** This component enhances value addition at the farm level through improved post-harvest handling and processing of organic produce to meet the demands of high-value organic markets and supports increased investment in value chains.

**Component 3: Establishing Effective Market Linkage.** This component prepares a market linkage strategy designed to overcome existing constraints and increase the throughput volume of organic produce from Meghalaya reaching markets, supermarkets, retailers, distributors, and export markets, ensuring better sale prices for farmers.

**Component 4: Organic Certification for Premier Organic Markets.** The objective here is to enhance the institutional capacities of the executing agency, implementing partners, and beneficiaries to facilitate the transition towards sustainable agricultural practices, ensure organic certification, and smooth project delivery.

The Meghalaya Basin Management Agency (MBMA) is the executing agency for the project and is responsible for overall coordination, implementation, and monitoring. A Project Management Unit (PMU) has been established within MBMA, headed by a Project Director, responsible for managing and coordinating all project outputs.

The SLM project will be implemented by MBMA with support from implementing partners, including the Directorate of Horticulture under the Department of Agriculture and Farmers' Welfare, the Bio-Resources Development Center (BRDC), and the Meghalaya State Rural Livelihoods Society (MSRLS).

The project aims to demonstrate the conversion of various traditional/natural farming systems in Meghalaya into organic farming under established certification systems, including NPOP and PGS. Additionally, a state-specific organic certification program, "Megha Organics," will be initiated to make organic certification in Meghalaya cost-effective and affordable for farmers.

The project focuses on developing high-value organic agricultural commodities to meet growing domestic and international demand, leveraging Meghalaya's comparative advantage in hill and mountain agro-ecosystems. Ten priority crops and their respective value chains have been identified for project intervention, addressing cultivation practices, post-harvest storage, value addition processes, and establishing effective national and international market linkages. The identified crops are:

- Turmeric (processed)
- Turmeric (value-added products)
- Ginger (fresh and processed)
- Cashew nut (processed)
- Black pepper (processed)
- Bay leaf (processed)
- Orange/mandarins (fresh)
- Pineapple (fresh)
- Jackfruit (processed)
- Off-season vegetables (fresh)

## 2. Overview and Objectives of the Assignment

MBMA is seeking to hire a firm, who will closely work with the PMU and the MBMA to i) to handhold, assist and support the MBMA, on a daily basis, the Organic Certification of the Farmers' organizations under KfW project as per the National Programme for Organic Production (NPOP) standards, ii) to develop biocontrol agent(s) and/or bio/organic pesticide(s) for eradication/control of diseases in Ginger crop of Meghalaya, and successfully demonstrating the result in the field within a period of 24 months, iii) to develop comprehensive and locally-adapted PoP materials for selected crops and farming systems promoting natural/organic farming practices for the above-mentioned identified value chains, and iv) review of training material for knowledge dissemination, translating documents, reports, and communications from English to Khasi and vice versa, as well as from English to Garo and vice versa.

The consultant will be hired by MBMA as per the KfW's Procurement Regulations. Hired consultant will be expected to work in close collaboration with MBMA and with any other consultants hired as part of project implementation.

Through the assignment, the MBMA aims to achieve the following objectives:

- The consultant shall have to handhold, assist and support the Organic Certification of the Farmers' organizations under KfW project as per the National Programme for Organic Production (NPOP) standards, ensure the Adoption / Certification of the Farmers' organizations and maintain all the documents required by the Certification Body. All activities of the farmers at field level as required by the certification body will be coordinated by the consultant including arranging/imparting all required trainings at the right time to the farmers.
- To develop biocontrol agent (s)/biopesticide (s) for eradication/control of the identified disease(s) of ginger that do not require the registration with Central Insecticides Board



(CIB), Government of India, prepare a complete Package of Practices (PoPs) for disease management in ginger, and demonstrating the results in the field at least in one crop cycle.

- To develop comprehensive and locally-adapted PoP materials for selected crops and farming systems promoting natural/organic farming practices for the above-mentioned identified value chains.
- To enhance the institutional capacities of the executing agency and implementing partners to facilitate the transition towards sustainable agricultural practices, ensure organic certification and the smooth delivery of the project.
- To translate technical materials into local languages, Khasi and Garo, and disseminate materials for knowledge.

### 3. Background

Agriculture plays a pivotal role in Meghalaya's development, with two out of three workers in the state employed in this sector. However, despite its significance, agriculture faces challenges such as low productivity and income, particularly among rural dwellers, many of whom live below the poverty line. Enhancing agricultural productivity and income through effective market linkage is crucial for poverty reduction and advancing the state's economic transformation.

Organic farming is a traditional practice in Meghalaya, offering opportunities for local farmers, cooperatives, and other stakeholders along the value chain to promote healthy, pesticide-free, sustainable agriculture to meet the growing demand for safe food. Nonetheless, the prevalent practice of shifting cultivation or slash-and-burn agriculture in many parts of Meghalaya has become unsustainable due to population pressure, leading to decreased crop yields, soil fertility, biodiversity loss, and environmental degradation. In urban and suburban areas, farmers often resort to modern agricultural practices involving excessive use of inorganic fertilizers and pesticides, posing significant environmental and health risks. Thus, there is a pressing need to facilitate a transition towards sustainable farming practices, especially among small and marginal farmers, focusing on natural and organic farming methods.

Certification is essential for organic food products to fetch premium prices. However, the certification process is complex and time-consuming, particularly for smallholder farmers. Third-party certification systems like the National Programme for Organic Production (NPOP) entail significant paperwork and skilled workforce requirements, making them costly and challenging for farmers to comply with. High certification costs and the lack of local certifying agencies further hinder farmers' access to certification, exacerbating the issue. Establishing a certifying agency in Meghalaya under the Government's auspices, such as the proposed Certification Agency designated to the Bio Resources Development Centre (BRDC), would address these challenges by offering subsidized and accessible certification services based on specific Package of Practices (PoP) tailored to traditional farming methods prevalent in the state.

Many farmers in Meghalaya struggle with indebtedness due to low yields and commodity prices. Limited investment capacity and risk-bearing ability further compound the challenges associated with obtaining third-party certification for organic products. Effective market

linkage at regional, national, and global levels is essential to mitigate market risks associated with organic produce and facilitate the transition to certified organic production. Despite these challenges, Meghalaya possesses comparative advantages and untapped potential to meet the growing demand for organic niche products, given its agro-climatic conditions, topography, and tradition of organic cultivation. However, realizing this potential requires the introduction, expansion, and development of viable value chains and a robust certification system for niche organic products.

#### **4. Project Area and Location**

The study will cover the three regions of Meghalaya: the Khasi, Jaintia, and Garo Hills; significant part of the work will be carried out in these regions and its twelve districts, where all field activities, will be conducted.

#### **5. Scope of Work**

The indicative list of activities provided below constitutes the minimum to be carried out and is not exhaustive. The tenderer should hence revise the indicative list and prepare a detailed organization and methodology to fulfil the general requirements set out in these terms of reference. The specific tasks of this contract are described below. The order these tasks are listed in does not imply they should be carried out chronologically. They will likely be implemented in parallel or be overlapping. Beyond the tasks described hereunder, some flexibility is envisaged on the overall services to cover potential needs that may emerge during project implementation.

The Contractor should use best experience and practice from similar undertakings and add additional outputs as deemed appropriate, to achieve project objectives and results in the most effective and sustainable manner.

The Consultant's tasks shall include, but not be limited to, the following:

##### **5.1 Task 1 Support to the Implementation of Certified Organic Farming Systems in Meghalaya**

A team of six consultants, specialized in Organic Farming Adoption, will provide daily support to the PMU MBMA, Meghalaya, for a duration of 16 months. These experts will be stationed at the SLM-KfW office in Shillong, Meghalaya. However, they will conduct frequent meetings with Implementing Agencies (IAs) and undertake regular site inspections, monitoring, and training across all districts of Meghalaya where the project is implemented-

Task 1 consists of the following activities:

- Support the PMU, MBMA, Meghalaya Implementation of Organic Certification for Farmers' organizations e.g. ICS/FPC/ FPO/IVCS/Society as per NPOP norms. The consultants shall be stationed at the office of the SLM-KfW Shillong, Meghalaya. However, they should undertake frequent meetings with the Implementing Agencies (IA) and frequent site inspections/monitoring/training in all the Districts of Meghalaya where the project is being implemented.
- Motivating farmers groups/clusters.

- To lead Organic Certification and liaise with Resource Institution and Certification Bodies by coordinating with Internal Inspection and External Inspection for Organic Certification.
- To maintain all the required records of organic farm in close coordination with the field staff, NGO partner (if any), and growers.
- To act as a technology expert and to advise farmers on package of practices, technology packages as per NPOP norms, and imparting training on preparation of On-Farm and Off-Farm organic inputs and post-harvest processing.
- To educate farmers on the dos and don'ts of organic farming without having any conflict of interest that might hinder the work.
- Further, the consultants will be responsible for the following tasks in the project:
  - Constitution and overall Internal Control Systems (ICS) Management
  - Guide the Field & ICS Staff in preparing the application forms for certification and preparing the organic crop production plan
  - Registration of the growers in Tracenet.
  - Frequent Inspection of farmers' fields to ensure strict implementation of NPOP norms including the use of unwanted chemicals.
  - Facilitate the process of packaging & storage of organic product/produce.
  - Federating the FPC/ FPO/IVCS/Society for market linkages.
  - Providing training to a group of growers from time to time.
  - Training of ICS personnel
- All dealing Officers, ICS staff and FPC/ FPO/IVCS/Society's staff and Board of Directors of the FPC/ FPO/IVCS/Society shall be trained by the experts or by the Master Trainers trained by the Consultant. They shall become the next Master Trainers and future experts on organic farming in the State.
- The date of training and other details has to be well documented.
- The date of participation and content of the training of all ICS staff need to be well documented in the staff files.
- Maintenance of the following records as a part of ICS Management will be ensured. The ICS implies that relevant documentation for each farmer under organic farming is available for inspection. Some important documents are:
  - Agreement of growers to fulfill the internal standard (written contract)
  - Farmer's basic questionnaires including last use of prohibited inputs.
  - Field records (cultivation measures, cultivation problems, pest & disease incidence and control, use of inputs, harvested quantities, post-harvest procedure.
  - Map for the area and map for each and every single farm.
  - Annual farm inspection checklist.
  - Notes on training or advice given to farmers by field officers.
  - Farmers list with code and name of farms, total area, area under organic crop or number of plants, date of registration as organic farming, date of the last use of prohibited inputs, date of internal inspection, name of internal inspector, result of internal inspection)
  - List of sanctioned farmers with reason and duration of sanction.
  - Area used for each crop in Organic conversion.
  - Total Farm Area.

- Crop forecast for next year.
- List of input used in quality and quantity.
- Documented purchase system with sample of all documents (i.e. delivery notes, reception note etc.)
- Product entrance and exist receipts from warehouse.
- Report on processing activities (output ratio)
- Copy of External inspector's inspection report
- Compliance report of non-compliances indicated by external inspector.
- Any other document as per guidelines and any new amendments in due course of time.
- Any other task as specified in the NPOP standards.

## 5.2 Task 2 Research and Development Services for eradication/control of diseases in ginger crop of Meghalaya

Ginger (*Zingiber officinale* Rose.) is one of the most important cultivated crops in Meghalaya. The annual production of ginger in Meghalaya has been estimated (2016-17) at 66, 366 MT from 9936 ha of ginger cultivated area (6% of India's total 1,64,850 ha area under ginger cultivation and 6% of total production of 1081430 MT). Most of these productions are sold outside the state. Recently, Meghalaya has started to export its ginger to middle-east countries. The average ginger yield of 6.68 MT/ha in Meghalaya is marginally higher than the national average of 6.56 MT/ha. However, it is much lower than the global average yield of ginger i.e. 8.2 MT/ha. Under optimal conditions, ginger can yield 10–25 MT/ha. One of the main reasons for the low productivity of ginger in Meghalaya is the disease infestation. This adversely affects both quality of the crop and the quantity of production. Ginger suffers from 24 diseases of fungal, bacterial, viral and mycoplasmal origin. Of them, soft rot (*Pythium aphanidermatum*), yellows (*Fusarium oxysporum* f. sp. *zingiberi*), bacterial wilt (*Pseudomonas solanacearum*), *Phyllosticta* leaf spot (*Phyllosticta zingiberi*) and storage rot by many pathogenic, saprophytic fungi and bacteria are of economic importance, as they completely devastate the crop. The diseases specifically encountered in ginger crop fields of Meghalaya with their respective symptoms and causative organisms are as follows:

- Soft/Rhizome rot: Caused by the fungi *Pythium* and *Fusarium* spp. as well as the bacteria *Ralstonia* spp. The infection starts at the collar region of the pseudostems and progresses upwards as well as downwards. The collar region of the affected pseudostem becomes water soaked and the rotting spreads to the rhizome resulting in soft rot. At a later stage root infection is also noticed. Foliar symptoms appear as light yellowing of the tips of lower leaves which gradually spreads to the leaf blades.
- *Fusarium* yellows: It is a soil-borne disease of ginger caused by the fungus *Fusarium oxysporum* f. sp. *zingiberi* (Foz). Symptoms are yellowing of leaves.
- Leaf spot: Caused by the fungus *Phyllosticta zingiberi* Ramkr. Discoloration of leaves and finally drying.
- Bacterial wilt: Caused by *Pseudomonas solanacearum*. The colour of leaves remain dark green in bacterial wilt whereas in case of fungal infection the infected plants turn to pale yellow.

These diseases perpetuate through infected rhizomes and this serves as primary source of inoculum in the newly cultivated field of ginger. The use of rhizomes from disease free areas can prevent carryover of inoculants to subsequent ginger crops. In addition to the infected

seeds, since most of these pathogens are soil borne, soil is the other source of infection, necessitating extensive soil management techniques in ginger crop field including burning, fallowing and crop rotation. Besides soil and seed, rain and irrigation water or rain splash to the adjacent plant within a bed as well as along the gradient of the field are the other causative factors for spreading the diseases.

Although one or two sprays of Bordeaux mixture (1%) and/or Dithane M-45 (2 g/l) against leaf spot disease, and Dithane Z-78 against soft rot/rhizome rot disease (2g/l at 30 days interval) are used, the result is not very encouraging. Treatment of seed rhizomes with mancozeb 0.3% for 30 minutes before storage and once again before planting also reduces the incidence of the disease. Thus, the technology in respect of management of this soil borne diseases has to be improved to increase the productivity of ginger. As such, there is no successful organic control/biocontrol measure/agent is available to manage the diseases of ginger, which are organically grown.

The outbreak of soft rot/rhizome rot in particular, in the past few consecutive years has been causing great loss to the ginger farmers of Meghalaya. Unless the problem is urgently addressed scientifically the ginger-based economy of rural Meghalaya may be completely devastated, since many ginger farmers have started abandoning their fields due to suffering heavy loss from these diseases of ginger.

The major problems associated with the disease control in ginger that continue to challenge the scientific community even today which are as follows:

- Production of disease-free seed rhizomes. Non-availability of disease-free planting material is a major constraint in the cultivation of ginger and there are at present no agencies involved for producing and distribution of quality seed rhizome material.
- 2.2 Lack of disease detection technique. At present no cost-effective technique deployable for the farmers at large scale is available to detect seed borne pathogens. Farmers very often find it difficult to raise disease free planting material and rely mostly on presence or absence of symptoms during the cropping period to indicate whether the harvested rhizomes are pathogen free.
- Absence of resistant varieties. None of the varieties available for cultivation viz., Maran, Nadiya, Varada, Rio-de Janeiro, and Narasapattom is resistant against *Pythium* spp., *Fusarium* spp., *Ralstonia* spp. (soft/rhizome rot disease), *Fusarium oxysporum* f. sp. *zingiberi* (Foz) (Fusarium Yellow disease), (*Phyllosticta zingiberi* (*Phyllosticta* leaf spot) and *Pseudomonas solanacearum* (Bacterial wilt disease). As such, being vegetatively propagated and absence of sexually produced seed set, resistant variety development in ginger has been challenging.
- Lack of control measures. Although the etiology of these soil borne diseases is well understood, there is no effective control measure to save the crop in the field. Once the plants/clumps get infected, it results in complete rotting.

The results of this assignment will not only help in managing the diseases in ginger but will also help in setting up a seed testing and certification system/process for ginger in Meghalaya. In the long term this will address the problem of availability of quality ginger seeds in the state.

Task 2 will consist of the following activities:

- To survey and identify the disease and causative organisms affecting ginger crop in Meghalaya.
- To identify disease resistant germplasm(s) in respect of each of the identified diseases based on farmers' feedback.
- To develop biocontrol agent (s)/biopesticides for eradication/control of the identified disease(s) that do not need CIB registration.
- To develop a cost-effective biomarkers/detection technology for the presence of pathogens in seed rhizomes.
- To prepare a complete package of practices (PoPs) for the management of each disease including soil management and cultural practices.
- To successfully demonstrate the results/ PoPs in the field at least in one crop cycle, and generate relevant data.

### 5.3 Task 3 Preparing PoP (Package of Practices) Materials (10 Crops/Systems)

As specified, the consultant will develop a comprehensive and locally-adapted PoP materials for selected crops and farming systems promoting natural/organic farming practices for the identified value chains.

These PoPs will serve as valuable resources for farmers, processors, traders, extension workers, and other stakeholders, encouraging the adoption of sustainable land management practices and improving agricultural productivity.

These POP materials will cover cultivation packages, post-harvest practices, and value addition processes in respect of the following systems which have been proposed to be converted into organic farms and associated post-harvest processes under three organic certification systems viz., NPOP, PGS and Megha Organics (a system under development):

- (i) from NPOP1 to NPOP,
- (ii) from Traditional to NPOP,
- (iii) from PGS1 to PGS,
- (iv) from traditional to PGS,
- (v) from Natural farming to PGS, and
- (vi) from Traditional to Megha Organics.

For each crop/farming system, the existing traditional practices need to be documented, and the conversion requirements will be identified to comply with one of the three certification systems.

Task 3 consists of the following activities:

The consultants will be responsible for the following tasks:

- Conducting in-depth research and identification of intervention areas for making traditional systems organic certification compliant:
  - Analyze existing literature, research reports, and best practices relevant to natural/traditional farming for the selected crops/systems.

- Conduct field visits and consultations with farmers, extension workers, and other stakeholders to gather local knowledge and understand specific needs and challenges to convert the traditional farming systems to the identified organic systems under one of the three organic certification systems.
- Documenting and analyzing the existing practices under different traditional farming systems, and identification of practices that need to be adopted for making the system compliant with one of the three organic certification systems.
- Developing draft PoP materials for 10 selected crops/systems/value chains for respective organic certification compliance:
  - Addressing diverse crop/system needs: Each comprehensive and user-friendly PoP will cover all critical aspects of natural/organic farming for the specific crop/system, including land preparation, seed selection, planting and spacing, nutrient management, weed and pest control, irrigation, harvesting, and post-harvest handling.
  - Utilize appropriate language, visuals, and communication tools to ensure clarity and accessibility for diverse audiences.
  - Ensuring accessibility and user-friendliness: PoP materials will be developed in local languages and dialects, utilizing relevant illustrations, diagrams, and photos to cater to diverse literacy levels.
- Promote best practices: Incorporating scientific knowledge, indigenous knowledge, and local adaptations with a focus on soil health improvement, resource conservation, and efficient production methods within the overall organic farming framework.
- Organizing field trials and demonstrations:
  - Conduct on-farm demonstrations of recommended practices outlined in the PoPs to validate their effectiveness in local conditions.
  - Engage farmers and stakeholders in the trials and demonstrations to facilitate learning and knowledge sharing.
- Refining and finalizing PoPs:
  - Facilitate stakeholder engagement: Actively involving farmers, extension workers, research institutions, and other stakeholders in the development and validation process to ensure relevance and practicality.
  - Incorporate feedback from stakeholders and field trials into the PoPs to ensure their accuracy and practical applicability.
  - Develop final versions of the PoPs in appropriate formats (e.g., printed booklets, digital versions for mobile apps).

#### **5.4 Task 4 development of materials on local languages and dissemination**

As the project involves engagement with local communities, there is a need for various materials to be translated into the local languages – Khasi and Garo, and vice versa. The consultant will enlist qualified and experienced translators to provide translation services between English and Khasi, as well as English and Garo. The selected translators will assist MBMA in ensuring effective communication across linguistic boundaries.

Task 4 consists of the following activities:

- The selected translators will be responsible for review of training material for knowledge dissemination, translating documents, reports, and communications from English to Khasi and vice versa, as well as from English to Garo and vice versa. The translation may

cover various topics, including but not limited to agriculture, environmental management, community engagement, project operation and management, and related subjects.

### 5.5 Tasks to be performed by the Agency

The Consultant will mobilize promptly after signing the contract agreement, and will compile, prepare and submit all required reports according to the delivery milestones agreed in the Contract.

The Consultant shall be responsible for the procurement and contract management of all goods, works and services necessary to undertake the workshops, trainings and related activities.

Upon signing the Contract, the Consultant shall seek MBMA approval prior to the deployment of personnel, providing details relevant to the deployment. The Consultant shall not incur travel-related costs prior to receipt of this approval.

### 5.6 Expected Outputs and Time Schedule

**Table 1. Outputs expected:**

D.No	Deliverables	Key contents and activities	Deadline submission in calendar days
D1	Inception Report	Detailed Workplan and personnel schedule	15 days after signing of the contract
D2	Monthly Report Support to the Implementation of Certified Organic Farming Systems in Meghalaya	Comprehensive analysis of progress made under Task 1 Support to the Implementation of Certified Organic Farming Systems in Meghalaya, development status and expected end for each output + update activity plan for the next month.	Monthly progress reports shall be submitted at the end of each month under the assignment (16 months)
D3	PoP Intermediate report	PoP materials for 10 selected crops/systems/value chains for respective organic certification compliance, as specified under Task 3	3 months after signing of the contract



D4	Six-monthly progress report Research and Development Services for eradication/control of diseases in ginger crop of Meghalaya	Cover all outputs specified Task 2 Research and Development Services for eradication/control of diseases in ginger crop of Meghalaya	The bi-annual report shall be submitted at the end of each 6 months period.
D5	Interim annual report Research and Development Services for eradication/control of diseases in ginger crop of Meghalaya highlighting key findings and their application potential	The report shall contain a sufficiently detailed description of the requested outputs specified under Task 2 Research and Development Services for eradication/control of diseases in ginger crop of Meghalaya.	12 months after signing of the contract
D6	PoP Demonstration report	PoP Demonstration report and shall contain a sufficiently detailed description of the requested outputs specified under Task 3	24 months after signing of the contract
D7	Final Report	Final report with the same specifications as the interim annual report and shall contain a sufficiently detailed description of the requested outputs specified under Task 1, 2, 3 and 4	24 months after signing of the contract

Two printed copies and an electronic version of the reports referred to above must be submitted to the Project Manager identified in the contract. The reports must be written in English. The project manager is responsible for approving the reports.

The Project Coordinator shall comment and/or approve all the above-mentioned reports within two weeks from receiving those reports. In the absence of comments or approval by the Project Coordinator within the set deadline, the reports are deemed to be approved.

### 5.7 Team Qualifications and expected level of efforts

The Consultant shall be a firm or group of firms with following minimum qualifications:

- The Consultant should be an experienced Consultancy Firm well established with at least 7 years of relevant and applicable technical, operational and managerial experience in the agriculture and agri-business sector,
- Demonstrated experience in conducting research on plant pathogens/microbiology,
- Demonstrated experience working in the north-eastern states especially in Meghalaya within the agricultural sector, specifically engaging in activities directly related to developing PoP materials,
- Demonstrated understanding of the specific challenges and opportunities of the agricultural sector in Meghalaya.

The credibility of mentioned experience shall be presented in a list of the required similar project/contracts as required above, including description of services provided (including information on contract value, contracting entity/client, project location/country, duration, assignment budget, percentage carried out by consultant in case of association of firms or subcontracting and main activities) and accompanied by certificates/confirmation of orderly fulfilment of the contracts verified by other party from such contracts.

Bidders are encouraged to consider forming consortia or partnerships up to a maximum of 3 firms with other relevant organizations that can complement and enhance their capabilities and experience in the Meghalaya context. These partnerships should aim to complement and enhance the capabilities and experience of the bidders.

Key experts have a crucial role in implementing the contract. These terms of reference contain the required key experts' profiles. The tenderer shall submit CVs and statements of exclusivity and availability for the key experts.

It is expected that the core Consultant's core team shall comprise of following key experts:

*Table 2. Team Composition, Role & Responsibility*

<b>Position</b>	<b>Experience</b>	<b>Education</b>	<b>Role/Responsibility</b>
Project Coordinator	Experience in acting in a team leader role Experience of managing multidisciplinary teams, liaising with government departments, building strong relationships with stakeholders and delivering consensus-based outputs. Experience in Agriculture & allied sectors	S(he) will have a master's degree in agriculture and rural development, development economics, public policy or other related fields. Excellent communication skills.	Overall Project Coordination
Six (6) Subject Matter Experts for	For Master's Degree holders: Minimum five years of post-degree experience	Master's Degree or Bachelor's Degree in Agriculture/ Horticulture / Biological Sciences/	Task 1

Position	Experience	Education	Role/Responsibility
Organic Farming Adoption	<p>with three years in the field of Organic farming and its certification process as per NPOP norms.</p> <p>For Bachelor's degree holders: Minimum ten years' post-degree experience with five years in the field of Organic farming and its certification process as per NPOP norms.</p> <p>Desirable Qualifications: Experience in Agriculture &amp; allied sectors including knowledge in marketing of organic products. Familiarity with Grower Group Certification System, Internal Control System, and efficient in documentation for both internal and external audits.</p> <p>The age of the applicant should not be more than 55 years as on 31st May 2019.</p>	Business Administration in Agri- Business Management	
Key R&D Specialist	<p>Demonstrated experience in conducting research on plant pathogens/microbiology.</p> <p>Expertise in molecular biology, genetics, and plant pathology.</p> <p>Proven track record of implementing</p>	<p>Bachelor's Degree: Start with a bachelor's degree in a relevant field such as biology, microbiology, plant science, or agriculture.</p> <p>Ph.D. in Plant Pathology, Microbiology, or a related field (recommended)</p>	Leas Task 2

Position	Experience	Education	Role/Responsibility
	<p>successful projects on microbiology/plant pathology.</p> <p>Experienced on sampling, laboratory techniques, and experimental design for the development of biocontrol agents and biomarkers for detection of the pathogens in seed rhizomes.</p> <p>Proven track records of preparation of plans for identification of resistant ginger varieties.</p> <p>Field demonstration and testing the control measures developed experience.</p>		
Key PoP Specialist	<p>Demonstrated experience working in the north-eastern states especially in Meghalaya within the agricultural sector, specifically engaging in activities directly related to developing PoP materials</p> <p>Proven expertise in organic and sustainable agriculture with experience in developing PoP materials.</p> <p>Strong understanding of the agricultural context of Meghalaya, including local farming practices, soil conditions, and climatic factors.</p> <p>Excellent research, writing, and communication skills,</p>	<p>Bachelor's degree in agriculture, agricultural engineering, or a closely related discipline.</p> <p>Courses in post-harvest technology, food processing, and packaging are valuable.</p>	Lead Task 3

Position	Experience	Education	Role/Responsibility
	with fluency in local languages and dialects. Experience in conducting field trials, demonstrations, and farmer training programs. Demonstrated ability to work effectively with diverse stakeholders, including farmers, extension workers, and government officials.		
Translation facilitator	Proficiency in English, and any one or both of the local languages - Khasi and Garo. Previous experience in translation services (with supporting evidences and references). Understanding of technical terminology related to Agriculture, environmental management, community engagement, project operation and management, and related subjects (preferred). Ability to meet deadlines and produce high-quality translations.	Bachelor's Degree (recommended) in linguistics, translation studies, languages, or related fields Specialize in specific areas such as agriculture (recommended)	Lead Task 4

The key experts will be supported by non-key experts, whose technical profiles will be determined based on the needs identified during the inception phase and the course of the project. CVs for non-key experts should not be submitted in the tender but tenderers should demonstrate in their offers that they have access to experts with the required profiles. The contractor shall propose a pool of long-term non-key experts.

Knowledge of the local context and local languages shall be prioritized during the selection procedure.

The contractor must select and hire other experts as required according to the profiles identified in the organization & methodology and these terms of reference.

The contractor will provide support facilities to their team of experts (back-stopping) during the implementation of the contract. Backstopping and support staff costs must be included in the fee rates.

## 6. Terms of Payment

The budget for this assignment includes consultant remuneration, travel expenses, workshops, and seminars. The firm should include in their proposal proposed utilization of the budget to accomplish the tasks described above. The contract will be a lump-sum in nature. Payments will be in instalments for each deliverable once fully accepted by MBMA, as detailed in Table below.

S. no	Deliverables (Reports/Activities)	% of Contract Amount to be Released
D1	Inception Report	10%
D2	Monthly Report Task 1	3.375 % each monthly report (Total 54%, 16 reports)
D3	PoP Intermediate report Task 3	6 %
D4	Six-monthly progress report Task 2	10%
D5	Interim annual report Task 2	10%
D6	PoP Demonstration report Task 3	4 %
D7	Final Report	6 %

The payment terms are subject to the satisfactory completion of deliverables specified in the scope of work.

### Taxes.

For all claims, proper tax invoice may be raised to the PEA (MBMA) in every case. The PEA will release the payment net of statutory deductions.

### Note:

- i. The Monitoring Committee will conduct regular reviews of the project activities and deliverables to gauge output and to approve activities for the forthcoming period.
- ii. All payments shall be made upon acceptances of deliverables by MBMA
- iii. Late submission of the final report and survey documents will attract penalties of 5% of the total contracted amount.

## 7. Duration of the Assignment

The intended start date is May 2024 and the duration of the contract will be 24 months from the contract signing date.

## 8. Data, Services and Facilities to be provided by MBMA

- i. The Agency would be provided with required Project documents and access to any available data sets available with the Project that is relevant to conduct the study. The data / information so provided shall be used only for the purpose of the study.
- ii. The Agency will be provided the details of the Project villages and other related information and the Project field staff will help in coordination with Project villages and clusters and organization.
- iii. MBMA will not provide office space, computer, copying and printing services, telephone service or facilities for workshops, travelling cost, lodging or boarding facilities etc. It is hence advisable to include all these costs with prices in the financial proposal.
- iv. A monitoring committee of the Client shall conduct regular reviews of the survey activities to assess progress of work and interim findings.
- v. MBMA has the right and ownership of the reports, the agency should take written approval from MBMA before sharing the report publicly.
- vi. The agency will protect the confidentiality of households and individuals participating in the survey at all stages. All data is confidential and the property of the MBMA. Its sole purpose is for research, monitoring and evaluation, and is not for commercial use. No data or other information from this survey will be released to third parties without the written approval of the MBMA. The implementing agency will return all data, questionnaire and other material to the MBDA and will not retain any information or material after the survey data collection has ended. The names of participating households will not be released to any other party for any reason.

# PART 3 – CONTRACT FORM

## Section VIII. Contract for Consulting Services

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

### Terms and Conditions Applicable to the Template Contract for Consulting Services

#### 1. Terms and Conditions

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

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

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

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



- the need to update the Model Contract in the event of changes in legislation.

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

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

### **II. Notes for the User**

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

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

### **III. Structure of the Model Contract**

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

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

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

**CONSULTING CONTRACT**

dated

[•]

between

Meghalaya Basin Management Agency ( MBMA)

C/o Meghalaya State Housing Financing Co-operative Society Ltd.

Nongrim Hills, Shillong-793003

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

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

And

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

Relating to project

**“HIRING OF CONSULTING FIRM FOR IMPLEMENTATION OF VARIOUS  
ACTIVITIES FOR THE FARMERS MOBILIZATION PROJECT (2), MBMA,  
MEGHALAYA SUSTAINABLE LAND MANAGEMENT (SLM) PROJECT”**



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## Preamble

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

## General Conditions

### 1 General Provisions

#### 1.1

#### DEFINITIONS

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

“**Agreed Remuneration**” means the remuneration agreed pursuant to Paragraph 5 [*Remuneration*].

“**Commencement Date**” has the meaning given to such term in the Special Conditions.

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

“**Consulting Contract**” means this contract for consulting services, including its Preamble and its Annexes<sup>9,10</sup>

“**Contract Value**” has the meaning given to such term in the Special Conditions.

“**Country**” has the meaning given to such term in the Special Conditions.

“**Force Majeure**” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances. It includes, but is not limited to, war, invasion, rebellion, terrorism, riots, civil disorder, natural catastrophe (e.g. earthquake, fire, explosion, hurricane, typhoon, volcanic activity), strikes, lockouts or other industrial action confiscation or any other action by government agencies. It includes, but is not limited to,

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<sup>9</sup> If one or several of the Annexes should not be necessary in the actual Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.

<sup>10</sup> In case there are Minutes of Negotiations pursuant to the Special Conditions between the Parties these Minutes of Negotiations could be attached as an Annex. But in the interests of clear contractual stipulations, instead of including copious minutes of negotiations it is preferable to incorporate the agreed changes directly into the Special Conditions.

circumstances such as crises, war or terror that led to the Foreign Office of the Federal Republic of Germany calling upon German citizens to leave the country or the Project region in response to which the Consultant withdraws all its staff. Force Majeure shall not include (i) any event which is caused by the negligence or wilful action of a Party or such Party's experts, sub-contractors or their respective directors, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Consulting Contract and avoid or overcome in the carrying out of its obligations hereunder. Furthermore, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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

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

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

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

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

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

**"Parties"** means the Employer and the Consultant.

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

**"Services"** means the contractual services described in **Annex 3** *[Terms of Reference plus Tender Documents]*, **Annex 9** *[The Consultant's Bid]* and Paragraph 3.1 *[Scope of Services]*,

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including without limitation any optional services (if any) as well as the standard and special services defined in Paragraph 3.2 [*Standard and Special Services*].

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

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

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

## 1.2 INTERPRETATION

Unless a contrary indication appears, in this Consulting Contract:

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

1.2.7 References to euro, EUR or € are references to the lawful currency of the participating states of the European Monetary Union. References to US dollars, USD or US\$ are references to the legal currency of the United States of America.

### **1.3 RANKING AND ORDER**

1.3.1 In the event of a conflict between the Special Conditions and the General Conditions or any annex or schedule thereto, the provisions of the Special Conditions shall prevail.

1.3.2 In the event of a conflict between General Conditions and any annex or schedule thereto, the provisions set out in the respective annex or schedule shall prevail.

1.3.3 In the event of a conflict between the annexes, the provisions set out in the respective preceding annexes shall prevail over the provisions set out in the respective subsequent annexes.

### **1.4 COMMUNICATION AND LANGUAGE**

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

### **1.5 GOVERNING LAW**

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



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**1.6  
ENTRY INTO FORCE  
AND EFFECT**

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

**1.7  
MEASUREMENTS  
AND STANDARDS**

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

**1.8  
ASSIGNMENT AND  
SUB-  
CONTRACTING**

1.8.1 The Consultant may not assign or transfer any of its rights or obligations under this Consulting Contract without the prior written consent of the Employer, which, in turn, shall not be provided without the prior written consent of KfW.

1.8.2 The Consultant may conclude or terminate sub-contracts for the performance of any part of the Services only upon prior written consent of the Employer, which, in turn, shall not be provided without the prior written consent of KfW. None of the Consultant's obligations under this Consulting Contract shall be limited, cancelled or in any other way affected by any sub-contracting of Services.

1.8.3 The Consultant shall, and shall contractually oblige each subcontractor (if any), develop and implement measures for the safety of the personnel deployed, adapted to the current security situation. The Consultant undertakes to contractually oblige each subcontractor (if any) contractually to pass on a corresponding obligation to any other subcontractors (if any).

**1.9  
COPYRIGHT AND  
RIGHTS OF USE**

To the extent not otherwise stated in the Special Conditions, the Consultant shall transfer to the Employer all rights to the Services performed under this Consulting Contract on the date any such rights arise, and in any event at the latest on the date they are acquired by the Consultant. Insofar as a transfer of such rights is not possible, the Consultant shall

irrevocably grant the Employer an unrestricted, transferrable, licensable and exclusive right of use and exploitation that is unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that no third-party rights exist or will be exercised that would preclude the aforementioned transfer of rights or their exercise.

**1.10  
OWNERSHIP OF  
DOCUMENTS AND  
EQUIPMENT**

1.10.1 All studies, reports, data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant by the Employer in relation to the performance of the Services, as well as software (including the respective source codes) produced or adapted to facilitate the performance of the Services, shall remain the property of the Employer. The Consultant shall not be entitled to exercise any right of retention or similar rights with respect to these materials.

1.10.2 The Consultant shall return any equipment made available by the Employer to the Consultant to facilitate the performance of the Services, including any vehicles purchased for the performance of the Services and paid for fully by the Employer, to the Employer promptly after completion of the Services. The Consultant shall handle and maintain any such equipment with due care.

**1.11  
CONFIDENTIALITY  
AND PUBLICATION**

1.11.1 The Consultant shall, and shall ensure that its employees, agents and representatives will keep confidential all documents made available to the Consultant by the Employer and/or KfW, as well as all information exchanged and knowledge acquired concerning this Consulting Contract and its implementation, even if such documents, information or knowledge have not been expressly designated as confidential. This obligation of confidentiality upon the Consultant and its employees shall remain effective for a period of 24 months after completion or termination (whichever occurs earlier) of the Consulting Contract.

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

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

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

**1.12  
CONDUCT**

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

**1.13  
SANCTIONABLE  
PRACTICE**

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

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

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

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of

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	influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
Sanctionable Practice	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Funding Agreement.
Sanctions	The economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body.
Sanctioning Body	Any of the United Nations Security Council, the European Union and the Federal Republic of Germany.

Sanctions List Any list of specially designated persons, groups or entities which are subject to Sanctions, as issued by any Sanctioning Body.

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

1.13.3 The Consultant shall itself and contractually oblige its employees, agents, representatives and subcontractors (if any) to comply in all respects with (i) the Declaration of Undertaking described in Annex 1 [Declaration of Undertaking] and (ii) the laws of the Country.

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

**1.14  
SOCIAL AND  
ENVIRONMENTAL  
RESPONSIBILITY**

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

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

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of ESHS measures and plan items as contractually agreed.

**1.15  
REIMBURSEMENTS**

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

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

**1.16  
SEVERABILITY  
AND WRITTEN  
FORM**

1.16.1 If any provision of this Consulting Contract is or becomes invalid, void or ineffective or if this Consulting Contract contains unintentional gaps, this will not affect the validity or effectiveness of the remaining provisions of this Consulting Contract and this Consulting Contract will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue and prove the Parties' intent to uphold this Consulting Contract even without the void, invalid or ineffective provisions.

1.16.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision which comes as close as possible to the purpose and intent of the invalid provision in legal or economic terms and any unintentional gap shall be deemed to be filled with a provision which best suits the purpose and intent of this Consulting Contract.

1.16.3 Any supplements and amendments to this Consulting Contract - including to this Article 1.15.3 - must be

made in writing. Any waiver by the Parties of this writing requirement must also be in writing.

**1.17**  
**ROLE OF KfW**

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



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## **2 The Employer**

### **2.1 INFORMATION**

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

### **2.2 DECISIONS AND COOPERATION**

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

### **2.3 SUPPORT**

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

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

- (a) obtaining as soon as reasonably practicable any documents necessary for entering, residing in, working in and leaving the Country (visa, work permit etc.);
- (b) granting and/or obtaining unrestricted access to the Project where necessary for the performance of the Services;

- (c) the import, export and customs clearance of personal items and of goods and commodities required for the performance of the Services;
- (d) securing return transport in cases of emergency;
- (e) obtaining permission to import Foreign Currency that is required by the Consultant for the performance of the Services and for personal use by its Foreign Staff;
- (f) obtaining permission to export the money paid by the Employer to the Consultant under this Consulting Contract; and
- (g) providing access to other organizations for the purpose of obtaining information to be procured by the Consultant in relation to the performance of its obligations hereunder or any of the matters set out under any of the foregoing sub-paragraphs (a) through (f) above.

## **2.4 TAXES**

2.4.1 The Consultant is responsible for meeting any and all tax liabilities in the Employer's country arising out of the Consulting Contract, unless it is stated otherwise in the Special Conditions. Tax liabilities of the Consultant outside the Employer's country is considered to be included in the Remuneration and may not be charged separately.

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

## **2.5 SERVICES AND FURNISHINGS**

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

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**2.6  
CONTACT  
PERSONS OF THE  
EMPLOYER**

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

### **3 The Consultant**

#### **3.1 SCOPE OF SERVICES**

3.1.1 The Consultant shall deliver the Services in full and on time.

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

#### **3.2 REPORTING AND INFORMATION**

3.2.1 The Consultant shall report to the Employer and KfW on the progress of the Services in accordance with the Special Conditions and/or the Terms of Reference as applicable. The Consultant shall inform the Employer and KfW promptly of all extraordinary circumstances (including, without limitation, any compliance-relevant circumstances or substantial suspicions) that arise during the performance of the Services and of all matters requiring KfW's approval.

3.2.2 The Consultant shall, at its own cost and expense, promptly deliver all records, documents and information requested by the Employer and/or KfW in connection with this Consulting Contract. This obligation shall survive the termination of the Consulting Contract for a period of 24 months.

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**3.3  
STAFFING**

- 3.3.1 The Consultant shall employ the staff specified in Annex 5 [*Staffing Schedule*] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of the Employer and KfW.
- 3.3.2 Upon the Employer's request, the Consultant shall terminate the contract of, or release or replace, any staff member who fails to meet the requirements set out in this Consulting Contract or violates Paragraph 1.12 [*Conduct*]. Any such request of the Employer must be submitted in writing to the Consultant and must state the reasons for the requested termination, release or replacement.
- 3.3.3 If any staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual with at least equivalent qualifications and experience.
- 3.3.4 If the Consultant terminates the contract of, or releases or replaces, any staff during the term of this Consulting Contract, any costs thus accrued shall be borne by the Consultant.

**3.4  
CONTACT PERSON  
OF THE  
CONSULTANT**

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

## **4 Commencement, Completion, Amendment and Termination of the Services**

### **4.1 COMMENCEMENT AND COMPLETION**

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

### **4.2 PENALTIES FOR DELAY AND DISSATISFACTORY SERVICES**

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

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**4.3**  
**FORCE MAJEURE**

- 4.3.1 In the event of a Force Majeure, the contractual obligations, to the extent affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one Party receives notification of the Force Majeure event from the other Party within two weeks after its occurrence. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded, provided that this shall not apply to any damages which the Consultant could have, but has willfully or negligently not, mitigated in light of the circumstances at that time.
- 4.3.2 In the event of a Force Majeure, the Consultant shall be entitled to an extension of the Completion Period equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event continues for more than 180 days, either Party to this Consulting Contract shall be entitled to terminate the Consulting Contract.
- 4.3.3 In the case of a suspension or termination of the Consulting Contract due to Force Majeure, the Consultant shall be entitled to claim from the Employer payment of:
- (a) a proportionate amount of the Agreed Remuneration for the Services performed up to the occurrence of the Force Majeure; and
  - (b) all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services,
- in each case in accordance with the principles agreed in Paragraph 5 [*Remuneration*] and the Special Conditions as well as the principles set out in Paragraph 4.6.4 [*Suspension or Termination*].
- 4.3.4 The Consultant must, however, mitigate its loss and deduct any proceeds of such mitigation, which shall include:
- (a) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project; and
  - (b) any remuneration that the Consultant could reasonably have earned in consideration for

working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's willful misconduct or negligence.

#### **4.4 SUSPENSION OR TERMINATION**

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

4.4.1 The Employer may, with the prior written consent of KfW, fully or partially request suspension of the Services or terminate this Consulting Contract, in each case by serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and any expenditures minimized. The Consultant shall hand over all reports, drafts and documents to be prepared by the date in question to the Employer. If the suspension continues for more than 180 days, the Consultant may terminate the Consulting Contract. In the case of such termination Paragraph 4.5 [*Force majeure*] shall apply mutatis mutandis.

4.4.2 If the Consultant fails to meet any of its contractual obligations within the agreed time for such obligations, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a reasonable time frame as determined by the Employer which shall be, however, not less than 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Consulting Contract by written notice.

4.4.3 The Consultant may terminate this Consulting Contract if any amounts due and payable to it under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt by the Employer of the corresponding invoice, provided that (i) the Consultant has delivered to the Employer a written reminder within 30 days after the initial 60 days deadline has passed and (ii) the Employer has not paid the due amounts within a further grace period of 30 days upon receipt by it of such reminder. Without prejudice to the right to terminate due to Employer's nonpayment the Consultant may suspend the performance of this Contract if and for so long as any amounts due and payable under this Consulting



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

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

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

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

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

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

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

**4.5  
BREACH OF  
PARAGRAPH 1.13**

4.5.1 If the Consultant has breached Paragraph 1.13 [*Sanctionable Practice*], the Employer may, notwithstanding any sanctions which may be applicable according to the law of the Country or any

other legal system, terminate this Consulting Contract in writing with immediate effect.

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

**4.6  
RIGHTS AND  
OBLIGATIONS OF  
THE PARTIES IN  
CASE OF  
TERMINATION**

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

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## **5 Remuneration**

### **5.1 FORMS OF REMUNERATION**

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

- (a) lump sum services; or
- (b) time-based services.

### **5.2 GENERAL PAYMENT TERMS**

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

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

### **5.3 PAYMENT CONDITIONS**

- (a) In case of a lump sum remuneration, payments to the Consultant shall be made in a pre-determined number of instalments as further specified in the Special Conditions. In case the instalments are to be made dependent on milestones, these will be clearly stipulated in the Special Conditions.
- (b) In case of a time-based remuneration, payments to the Consultant shall be made based on the unit prices set forth in Annex 8 [*Cost Calculation and Invoicing Table*] as further specified in the Special Conditions. Each

invoice shall be accompanied by a list of expenditures based on Annex 8 [*Cost Calculation and Invoicing Table*].

- (c) Other Costs, if any, shall be invoiced together with the agreed instalments. Unless the remuneration for Other Costs is included in the lump sum instalments, the invoices must be accompanied by a list of expenditures based on Annex 8 [*Other Cost Calculation and Invoicing Table*].

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

#### 5.4 LIMITATIONS

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

#### 5.5 INVOICING

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

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

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

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**5.6  
PAYMENT  
DEADLINE**

- (a) Other than in the case of an advance payment or unless otherwise stated in the Special Conditions, payment shall be made within 60 days of presentation of a verifiable invoice by the Consultant to the Employer.
- (b) If the Employer does not make the payment within the period set out in Paragraph 5.6(a) [*Payment Deadline*] and the Employer has not raised an objection pursuant to Paragraph 5.7 [*Objection to Invoices*] within that date, the Employer shall pay to the Consultant a compensation at the rate agreed in the Special Conditions. This shall be calculated on a daily basis from the date on which the relevant amount became due and payable in the currency set out in the Special Conditions. The Consultant shall have no further rights or claims arising from any delay of the Employer.

**5.7  
OBJECTION TO  
INVOICES**

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

**5.8**  
**AUDITING**

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

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## **6**

### **Liability**

#### **6.1**

#### **GENERAL LIABILITY OF THE CONSULTANT**

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

#### **6.2**

#### **LIABILITY FOR SUB- CONTRACTORS**

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

#### **6.3**

#### **PERIOD OF LIABILITY**

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

#### **6.4**

#### **LIABILITY FOR CONSEQUENTIAL DAMAGE**

Liability for consequential damages is excluded.

#### **6.5**

#### **LIABILITY OF THE EMPLOYER**

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

## **7 Insurance against Liability and Damages / Guarantees**

### **7.1 INSURANCE AGAINST LIABILITY AND DAMAGES**

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

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

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

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

### **7.2 GUARANTEES**

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



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## **8 Disputes and Arbitration Procedure**

### **8.1 ARBITRATION PROCEDURE**

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

## Part II: Special Conditions

### **Ad Article 1: General Provisions**

#### **Ad 1.1: Definitions**

**“Completion Period”:** The completion period shall be the period starting on the Commencement Date and ending on [●].

**“Country”:** **Republic of India**

**“Project”:** Hiring of consulting firm for implementation of various activities for the Farmers Mobilization project (2), MBMA, Meghalaya Sustainable Land Management (SLM) Project as further specified in Annex 3.

**“Commencement Date”:** [insert date] / the date [falling [●] weeks after]/[of] the entry into force of this Consulting Contract.

#### **Ad 1.4: Communication and Language**

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

#### **Notices**

##### Address of the Employer

Postal address      Additional Project Director,  
Meghalaya Basin Management Agency  
C/o Meghalaya State Housing Financing Co-operative Society Ltd.  
Nongrim Hills, Shillong-793003  
Email: mbmaprourement@gmail.com

##### Address of the Consultant

Postal address

Email:                      [●]

Phone:                      [●]

Fax:

Tax Residence of the Consultant and all JV Partners:

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**Ad 1.5: Governing law**

The law governing this Consulting Contract shall be **Indian Law**.

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

[NA]

**Ad 1.14: Reimbursements**

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

**Ad Article 2: The Employer**

**Ad 2.2: Decisions and cooperation**

*[Distinguish as and where appropriate]* Decisions/ discretions/ cooperative actions of the Employer pursuant to Paragraph 2.2

[Decisions/cooperation] must be taken/exercised/performed at the latest within **3 days** from receipt by the Employer of the respective written request of the Consultant.

**Ad 2.4: Taxes**

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

- *the Consultant and its foreign staff are exempted from local taxes and public duties., The legal act testifying the tax exemption is attached to the Contract,*
- *the Consultant and its foreign staff are subject to local taxes and public duties directly attributable to the Contract*
  - *and the Employer will reimburse the Consultant for these local taxes and public duties paid by the Consultant to the tax authorities*
  - *or the Employer will pay these taxes and duties on behalf of the Consultant to tax authorities.*
  - *In such cases the Contract should specify the nature and amounts of taxes and the procedure of invoicing by the Consultant and the mode of payment by the Employer,*
- *the Consultant and its foreign staff are subject to local taxes and public duties directly attributable to the Contract which will be borne by the Consultant and its staff. In such cases offered prices are considered inclusive of local taxes and public duties, i.e. local taxes and public duties shall be considered to be*

*included in the overhead cost calculation and will not be subject to any separate payment.*

*The contractual provisions shall reflect the relevant case]*

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

The Employer's contact persons shall be: **Shri. Augustus S Suting, Additional Project Director, SLMM, KFW, MBMA**

The Employer's deputy shall be: **Shri. Jun J Momin, DPD, SLMM, KFW, MBMA**

**Ad Article 3: The Consultant**

**Ad 3.2: Reporting and information**

The Consultant is required to produce reports exclusively in the English language. All reports must adhere to the A4 format, while plans and reports are to be prepared in A3 format. Furthermore, all documents, including reports and drawings, are to be furnished in digital format (e.g., Word, Excel, AutoCAD), with an additional requirement for conversion into PDF format. The standard quantity of deliverables to be provided is as follows: 2 hardcopies and 2 softcopies to be submitted to PEA

D.No	Deliverables	Key contents and activities	Deadline submission in calendar days
D1	Inception Report	Detailed Workplan and personnel schedule	15 days after signing of the contract
D2	Monthly Report Support to the Implementation of Certified Organic Farming Systems in Meghalaya	Comprehensive analysis of progress made under Task 1 Support to the Implementation of Certified Organic Farming Systems in Meghalaya, development status and expected end for each output + update activity plan for the next month.	Monthly progress reports shall be submitted at the end of each month under the assignment (16 months)
D3	PoP Intermediate report	PoP materials for 10 selected crops/systems/value chains for respective organic certification compliance, as	3 months after signing of the contract

		specified under Task 3	
D4	Six-monthly progress report Research and Development Services for eradication/control of diseases in ginger crop of Meghalaya	Cover all outputs specified Task 2 Research and Development Services for eradication/control of diseases in ginger crop of Meghalaya	The bi-annual report shall be submitted at the end of each 6 months period.
D5	Interim annual report Research and Development Services for eradication/control of diseases in ginger crop of Meghalaya highlighting key findings and their application potential	The report shall contain a sufficiently detailed description of the requested outputs specified under Task 2 Research and Development Services for eradication/control of diseases in ginger crop of Meghalaya.	12 months after signing of the contract
D6	PoP Demonstration report	PoP Demonstration report and shall contain a sufficiently detailed description of the requested outputs specified under Task 3	24 months after signing of the contract
D7	Final Report	Final report with the same specifications as the interim annual report and shall contain a sufficiently detailed description of the requested outputs specified under Task 1, 2, 3 and 4	24 months after signing of the contract

*[Indicate nature, scope and frequency of reports, including a final report, throughout the period of the Contract]*

**Ad 3.4.1: The Consultant's contact person**

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

Contact details [●].

The deputy shall be [●].

Contact details [●].

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

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

Contact details [●].

The deputy shall be [●].

Contact details [●].

**Ad Article 5: Remuneration****Ad 5.1: Forms of Remuneration**

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

up to [●] in Indian Rupees (INR)

(the "Contract Value").

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

Lump sum services

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

No advance payment will be done

**5.3: Payment Conditions**

Payment shall be made as per the **the payment term defined in the RFP document**

**Ad 5.5: Invoicing**

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

Payments may be made to the Consultant by the PEA (MBMA)

Payments shall be made to the following account:

Account holder: [●]

Bank: [●]

Account number: [●]

*[where applicable:*

IBAN: [●]

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BIC: [●]

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

BIC of correspondent bank: [●]

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

**Ad 5.6: Payment deadline**

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

**Ad Article 6: Liability**

**Ad 6.3: [Period of liability]**

The Consultant's liability shall terminate after the acceptance of the final report

**Ad Article 7: Insurance**

The insurance [●] shall be taken out and maintained by the Consultant, the insurance [●] by the Employer. [N.B.: Complete as appropriate]

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

**Ad 8.1: Arbitration Procedure**

The place of arbitration shall be **Shillong, Meghalaya**

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

(Place, date)

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(for the Employer)

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(for the Consultant)

**List of Annexes**

*[Note: If one or several of the Annexes are not necessary in the respective Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.]*

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



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**Declaration of Undertaking**

Reference name of the Application/Offer/Contract: ("Contract")<sup>11</sup>

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>12</sup> subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
  - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labor or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
  - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in Annex 1 countries  
<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative->

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<sup>11</sup> Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

<sup>12</sup> The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

*jurisdictions/*) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or

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

3 We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

iii. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

iv. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4 If we are a state-owned entity, and compete in a Tender Process, we certify that

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we have legal and financial autonomy and that we operate under commercial laws and regulations.

- 5 We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
- 6 In the context of the Tender Process and performance of the corresponding Contract:
  - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
  - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
  - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation<sup>13</sup> (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.
- 7 In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
- 8 In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and

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<sup>13</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labor, c) forced labor, d) worker's organizations and e) non-discrimination.

implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

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

Duly empowered to sign in the name and on behalf of<sup>14</sup>: \_\_\_\_\_

Signature:

Dated:

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<sup>14</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

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**Declaration of tax conformity – binding confirmation for legal persons**

**Name of company**

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....

(Place)

.....

(Date)

.....

(Name of the consultant)

.....

(Signature(s))

**Declaration of tax conformity – binding confirmation for natural persons**

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I will duly pay taxes that may arise from the provision of contracted services;
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....

.....

(Place)

(Date)

(Name of the person)

.....

.....

(Signature)

**Minutes of Negotiation** (if relevant)

**Terms of Reference plus Tender Documents**



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

**Staffing Schedule**

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

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

### **Time Schedule for Delivery of the Services**

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

**Cost Calculation and Invoicing in Indian Rupees/  
Package A - Lump Sum Services**

<b>Detailed Cost Calculation - Fees, Transport, Logistics (for information only not basis for payments)</b>				
<b>1. Foreign Staff Cost</b>	<b>Unit</b>	<b>Quantity</b>	<b>Lump sum unit rate</b>	<b>Contract amount</b>
1.1 Team Leader	month	...		
1.2 NN	month	...		
1.3 ...	month	...		
<b>Sub-total Foreign staff</b>				
<b>2. Local Staff Cost (incl. allowances and accommodation, see explanation)</b>				
2.1 NN	month	...		
2.2 ...	month	...		
<b>Sub-total Local staff</b>				
<b>3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff</b>				
3.1 Allowance, accommodation - Long-term staff	month	...		
3.2 Allowance, accommodation - Short-term staff	month	...		
<b>Sub-total Allowance and accommodation</b>				
<b>4. International Travel</b>				
4.1 International return flights	flight	...		
4.2 Complementary travel costs	flight	...		
4.3 .... other international flights	flight	...		
<b>Sub-Total International flights</b>				
<b>5. Local Travel &amp; Transport Cost</b>				
5.1 Vehicle lease/ rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, assurance, repairs	month	...		
5.3 Other local transport (short-term, peak)	day	...		
5.4 Local flights	flight	...		
<b>Sub-total Local transport</b>				
<b>6. Project Office</b>				
6.1 Office rent	month	...		
6.2 Office operation	month	...		

<b>Sub-total Project office</b>				
<b>7. Reports and Documents</b>				
7.1 ... (Type of reports/ documents to be stated)	/doc	...		
7.2 ...	...	...		
<b>Sub-total Reports and documents</b>				
<i>If 8./9. Equipment / Miscellaneous items are part of lump sum service price add relevant column(s)</i>				
<b>Total Package A - Lump Sum Services</b>				

**Cost Calculation and Invoicing in [Indian Rupees]  
Package B - Time Based Services**

Detailed Cost Calculation - Fees, Transport, Logistics					Model for invoicing			
1. Foreign Staff Cost	Unit	Quantity	Lump sum unit rate	Contract amount	Total prev. invoices (qty/amount)	This invoice (qty/amount)	Total amount to date	Remaining budget
1.1 Team Leader	month	...						
1.2 NN	month	...						
1.3 ...	month	...						
<b>Sub-total foreign staff</b>								
<b>2. Local Staff Cost (incl. allowances and accommodation, see explanation)</b>								
2.1 NN	month	...						
2.2 ...	month	...						
<b>Sub-total Local staff</b>								
<b>3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff</b>								
3.1 Allowance, accommodation - Long-term staff	month	...						
3.2 Allowance, accommodation - Short-term staff	month	...						
<b>Sub-total Allowance and accommodation</b>								
<b>4. International Travel</b>								
4.1 International return flights	flight	...						
4.2 Complementary travel costs	flight	...						
4.3 .... other international flights	flight	...						
<b>Sub-Total International flights</b>								
<b>5. Local Travel &amp; Transport Cost</b>								
5.1 Vehicle lease/rent or use of own vehicles	month	...						
5.2 Vehicle O&M incl. driver, assurance, repairs	month	...						
5.3 Other local transport (short-term, peak)	day	...						

5.4 Local flights	flight	...							
<b>Sub-total Local transport</b>									
<b>6. Project Office</b>									
6.1 Office rent	month	...							
6.2 Office operation	month	...							
<b>Sub-total Project office</b>									
<b>7. Reports and Documents</b>									
7.1 ... (Type of reports/documents to be stated)	/doc	...							
7.2 ...	...	...							
<b>Sub-total Reports and documents</b>									
<b>8. Equipment Costs</b>									
8.1 Office equipment									
8.2 Project vehicles									
8.3 Other equipment to be handed over/consumed									
<b>Sub-total Equipment Costs</b>									
<b>9. Miscellaneous</b>									
9.1 Other miscellaneous items/services									
9.2 Security measures									
<b>Sub-total Miscellaneous</b>									
<b>Total Package B - Time Based Services</b>									
<b>minus Advance payment</b>									
<b>minus Retention</b>									
<b>Total</b>									



**Cost Calculation and Invoicing in [Indian]  
Other Costs**

<b>Contract Allowance</b>			<b>Model for invoicing</b>						
			<b>Total previous invoices</b>		<b>This invoice (actual quantity and actual amount)</b>			<b>Total to date</b>	<b>Remaining Budget</b>
	<b>Unit</b>	<b>Provisional Contract Amount EUR</b>	<b>Cum. Quantity</b>	<b>Cum. Amount EUR</b>	<b>Quantity</b>	<b>Amount local currency (if appl.)</b>	<b>Exchange rate (if appl.)</b>	<b>Amount EUR</b>	<b>Amount EUR</b>
<b>10. Uncertain expenses</b>									
10.1. aus 8.									
10.2. aus 9.									
<b>11. Contingencies/other</b>									
11.1. General Contingencies		...	<b>not</b>	<b>applicabl e</b>					
11.2....		...							
11.3.		...							
<b>Total Other Costs</b>									

## **The Consultant's Bid**

## Advance Payment Guarantee

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

**Date of issue :** *[Insert date]*

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

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

We have been informed that *[insert name and address of Contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the **Contractor**”) has entered into Contract No. *[insert reference number of the Contract]* dated *[insert Contract date]* with the Beneficiary, for the execution of *[insert object of the Contract and brief description of the contractual content]* (hereinafter called “the **Contract**”). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount and currency in words and figures]*<sup>15</sup>, representing *[insert percentage in words and figures]* percent of the Contract price is to be made against an advance payment guarantee.

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

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

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

In the event of any claim under this guarantee, payment shall be affected to KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00

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<sup>15</sup> This guarantee must be issued in the Contract currency only.

(IBAN: DE53 5002 0400 3800 0000 00), for the account of *[Insert name of the Beneficiary and the Beneficiary's country]*.

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

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

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

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

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

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

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

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Place, date

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Guarantor's authorized signature(s)

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

