SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS
(DIRECT RFP WITHOUT EOI)
(by e-procurement)

RFP No.: *IN-SUCM-492670-CS-QCBS*

Consulting Services for:
Selection of Communication Consultant for KSWMP

Client: *KERALA SOLID WASTE MANAGEMENT PROJECT (KSWMP)*
LOCAL SELF GOVERNMENT DEPARTMENT, GOVERNMENT OF KERALA

Country: *INDIA*

Issued on: 20 *May 2025*

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PART I

Section 1. Letter of Invitation

Letter of Invitation
Consulting Services

Name of Assignment: Selection of Communication Consultant for KSWMP
RFP Reference No.: *IN-SUCM-492670-CS-QCBS*
Loan No./Credit No./ Grant No.: IBRD-P4960
Location: Thiruvananthapuram, Kerala, India
Date: 20 May 2025

Dear Mr. /Ms.:

1. The *Government of Kerala through Government of India* (hereinafter called "Borrower") has received financing from the International Bank for Reconstruction and Development (IBRD) (the "Bank") in the form of a "loan" (hereinafter called "loan") toward the cost of the *KERALA SOLID WASTE MANAGEMENT PROJECT (KSWMP)*. The Kerala Solid Waste Management Project (KSWMP), Local Self Government Department, Government of Kerala, an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued.
2. The *Kerala Solid Waste Management Project (KSWMP)* now invites online proposals to provide the following consulting services (hereinafter called "Services): *Selection of Communication Consultant*. More details on the Services are provided in the Terms of Reference (Section 7).
3. A firm will be selected under *Quality-cum-Cost Based Selection (QCBS)* procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" Fourth Edition November 2020 ("Procurement Regulations") and revisions thereafter, which can be found at the following website: www.worldbank.org
4. The RFP includes the following documents:

   Section 1 – Letter of Invitation

   Section 2 - Instructions to Consultants and Data Sheet

   Section 3 - Technical Proposal (FTP) - Standard Forms

   Section 4 - Financial Proposal - Standard Forms

   Section 5 – Eligible Countries

   Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Conditions of Contract and Contract Forms (Lump-Sum)

5. Firms or individuals who have been terminated from previous engagements with KSWMP for similar nature of works- services, shall not be eligible to participate in the procurement process. Such entities are required to excuse themselves from participation, failing which their proposals shall be summarily rejected.
6. Details on the proposal's submission date, time and address are provided in Bid data sheet.

Yours sincerely,

Divya S. Iyer, IAS
Project Director
Address: Upper Ground Floor, Trans Towers, Vazhuthacaud,
Thiruvananthapuram -695014, Kerala, India
Telephone: +91 471-2333011
E-Mail: tenderkswmp@gmail.com;
Website: www.kswmp.org;

Section 2. Instructions to Consultants and Data Sheet

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Instructions to Consultants

A. General Provisions

1. Definitions	(a) **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. (b) **"Applicable Law"** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time. (c) **"Bank"** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). (d) **"Borrower"** means the Government, Government agency or other entity that signs the *[loan/financing/grant[1]]* agreement with the Bank. (e) **"Client"** means the implementing agency that signs the Contract for the Services with the selected Consultant. (f) **"Client's Personnel"** is as defined in Clause GCC 1.1 (e). (g) **"Consultant"** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. (h) **"Contract"** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). (i) **"Data Sheet"** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. (j) **"Day"** means a calendar day, unless otherwise specified as **"Business Day".** A Business Day is any

[1] *["loan agreement" term is used for IBRD loans; "financing agreement" is used for IDA credits; and "grant agreement" is used for Recipient-Executed Trust Funds administered by IBRD or IDA]*

	day that is an official working day of the Borrower. It excludes the Borrower's official public holidays. (k) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). (l) **"Government"** means the government of the Client's country. (m) **"in writing"** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt. (n) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. (o) **"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. (p) **"ITC"** (this Section 2 of the RFP) means the Instructions to Consultants that provide~~s~~ the Consultants with all information needed to prepare their Proposals. (q) **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. (r) **"Proposal"** means the Technical Proposal and the Financial Proposal of the Consultant. (s) **"RFP"** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP. (t) **"Services"** means the work to be performed by the Consultant pursuant to the Contract.

	(u) **"SPD - RFP"** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP. (v) **"Sub-consultant"** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract. (w) **"Terms of Reference (TORs)"** (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**. 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, 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. 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense. 2.4 The Client 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**.
3. Conflict of Interest	3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to

	disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank. 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting Activities	(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting Assignments	(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting Relationships	(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Fraud and Corruption	5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6. 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
6. Eligibility	6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations. 6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:
a. Sanctions	6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank

	shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the Data Sheet**.
b. Prohibitions	6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and: (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
c. Restrictions for State-Owned Enterprises	6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.
d. Restrictions for Public Employees	6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless: (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**. 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery). 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity	12.1 Proposals shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
a. Extension of Proposal Validity	12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services.
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client 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 Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below: 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing. 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals. 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals Specific Considerations	14.1 While preparing the Proposal, the Consultant must give particular attention to the following: 14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so. 14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

	14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**. 14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.
15. Technical Proposal Format and Content	15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet.** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive. 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
a. Price Adjustment	16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**.

	Information on taxes in the Client's country is provided in the **Data Sheet**.
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically. 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies

	between the original and the copies, the original shall prevail. 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**." 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment], [reference number], [name and address of the Consultant]", and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**." 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]". 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
18. Confidentiality	18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the

	Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals. 18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures. 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.
19. Opening of Technical Proposals	19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23. 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
20. Proposals Evaluation	20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable. 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on

	the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
22. Financial Proposals for QBS	22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend. 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive

	to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals. 23.3 The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 31.1. 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice. 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
25. Taxes	25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
26. Combined Quality and Cost Evaluation	
a. Quality and Cost-Based Selection (QCBS)	26.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined

	technical and financial scores, will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	26.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected. 26.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection	26.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.
D. Negotiations and Award	
27. Negotiations	27.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 27.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
a. Availability of Key Experts	27.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 27.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations	27.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial Negotiations	27.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract. 27.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. 27.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.
28. Conclusion of Negotiations	28.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative. 28.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
29. Notification of Award	29.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the

	Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form. <u>Contract Award Notice</u> Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Client; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated; (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1. 29.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online.
30. Signing of Contract	30.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

	30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
31. Procurement Related Complaint	31.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (m)	**Electronic –Procurement System** The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process: https://etenders.kerala.gov.in; The electronic-procurement system shall be used to manage the following part of the RFP process: ***Issuing RFP and Corrigenda, if any; submissions of Proposals, opening of Proposals, publication of Evaluation outcome***
1 (n)	**Joint Venture (JV**)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
2.1	**Name of the Client:** Kerala Solid Waste Management Project (KSWMP) **Method of selection**: *Quality-cum-Cost Based Selection (QCBS)* as per the Procurement Regulations for IPF Borrowers Fourth Edition November 2020 (available on www.worldbank.org)
2.2	**Financial Proposal to be submitted together with Technical Proposal**: Yes. **The name of the assignment is**: *Selection of Communication Consultant for KSWMP*
2.3	**A pre-proposal conference will be held**: Yes Date & Mode of pre-proposal conference: 30 May 2025; Online Time: 15:00 Hrs Telephone: +91 471 2333 011 E-mail: tenderkswmp@gmail.com;

	Link for online pre-proposal conference will be shared by the Client on receipt of e-mail requests from interested Firms; Contact person / Conference coordinator: Smt. Aswani Krishnan, *Procurement Expert, SPMU, KSWMP*
2.4	**The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: The inputs that will be provided by the Client are covered in detail in Section 7(Sub-heading 7) of the Terms of Reference (ToR).
4.1	**Not Applicable.**
6.3.1	**A list of debarred firms and individuals is available at the Bank's external website***:* www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	**The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders**: **For FULL TECHNICAL PROPOSAL (FTP):** **The Technical Proposal comprising:** (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 **The Financial Proposal comprising:**

	(1) FIN-1 (2) FIN-2 (3) FIN-5 (4) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	**Statement of Undertaking is required:** Yes.
11.1	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible:** Yes.
12.1	**Proposals shall be valid for 120 days calendar days**
12.4	Replace second sentence of ITC 12.4 with the following: **"**However, should the need arise, any request for extension of validity will be hosted on e-procurement portal and an e-mail will be sent to each Consultant. The Consultants may send their response if any on the e-procurement portal and through e-mail at the e-mail id given in Data Sheet 2.3.
13	Replace ITC 13 with the following: "13.1. The e-procurement system specified in ITC 1(m) provides for online clarifications. A Consultant may request an online clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline, or raise its inquiries during the pre-proposal conference, if provided for in accordance with ITC 2.3. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond online by uploading the response (including an explanation of the query but without identifying its source) for information of all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described in ITC 13.1.1 and ITC 13.1.2 below. It is the consultant's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the RFP document. **Clarifications may be requested online no later than *18* days prior to the submission deadline.** 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with the procedure described in the **Data Sheet**. The amendment shall be binding on all Consultants. The Client shall not be liable for any information not received by the Consultants. It is the Consultants'

	responsibility to verify the website for the latest information related to the RFP. The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline. The system will also send auto-e-mail regarding hosting of amendment to Consultants who have started working on the RFP. The Consultants shall remain responsible to view amendment to RFP. 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals, by amending the RFP in accordance with ITC 13.1.1. 13.2 A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals. No modifications to the Technical or Financial Proposal shall be accepted after the proposal submission deadline. (a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the 'Proposal'. (b) For this purpose, modification/withdrawal by other means will not be accepted. (c) The modification and consequential re-submission of proposals is allowed any number of times. (d) A consultant may withdraw its proposal by using the appropriate option for proposal withdrawal, before the deadline for submission of proposals. However, if the proposal is withdrawn, re-submission is ***allowed*** *as applicable to the e-procurement system]*." Re-submission of the proposal is ***allowed,*** if withdrawn.
14.1.2 (do not use for Fixed Budget method)	**Estimated total cost of the assignment:** INR 475 Lakhs Note: The estimate is an indicative amount considering all the costs to the client and shall not be construed as bidders cost.
14.1.3 for time-based	*Not applicable*

contracts only	
14.1.4 and 26.2 use for Fixed Budget method	*Not applicable*
15.1	Delete from the first sentence of ITC 15.1, the following: 'and shall comprise the documents listed in the **Data Sheet**'.
15.2	**The format of the Technical Proposal to be submitted is**: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	*Not Applicable*
16.2	**A price adjustment provision applies to remuneration rates: No.**
16.3	**Information on the Consultant's tax obligations in India can be found from the Ministry of Finance, Government of India website http://finmin.nic.in** Consultants and their Sub-consultants and Experts are responsible for payment of all taxes as applicable in India. The Client will, however reimburse on proof of submission with relevant Government Authority, the Goods & Services Tax (GST) payable on the contract value by the consultant, as per Applicable Law in India. Statutory deductions of taxes at source (TDS), however, shall be made as applicable. The above only are to be shown separately in the financial proposal.
16.4	**The Financial Proposal shall be submitted in** Indian Rupees.
16.5	**Payments under the Contract shall be made in** Indian Rupees.

C. Submission, Opening and Evaluation

17

Replace ITC 17 with the following:

"17.1 The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission shall be done electronically on the e-procurement system and in accordance with procedure specified in the **Data Sheet**. Proposals submitted by any other means will be rejected. Detailed guidelines for viewing proposals, and for online submission of proposals are given on the website.

The electronic submission procedures shall be as follows:

The Consultants shall submit their Proposals (both Technical and Financial) electronically on the e-procurement portal specified in ITC 1(m), following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website:

(a) To participate in the e-tendering process, it is mandatory for the consultants to have enrolment/registration in the website, and valid *Class III(DSC) with signing + Encryption* Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, obtained from any of the licensed Certifying Agency authorized by the Government of India. Consultants can see the list of licensed CAs from the link www.cca.gov.in

(b) The consultant should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration.

(c) The size of individual files containing the documents comprising the Proposal(s) shall not exceed 10 MB and there is no limit on the number of files to be uploaded.

[Note for Consultants: For online submission of proposals, the Consultants shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the Consultants and filled up. The filled-up pages shall then be digitally signed, scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.]

17.2 An authorized representative of the Consultant shall digitally sign the original submission letters in the required format for both the Technical

	Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney to be scanned and uploaded together with the Technical Proposal. 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal. 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.4 The Proposal or its modifications must be uploaded on the e-procurement portal specified in ITC 1(m), no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline, as per server time. **The Proposals must be uploaded on the e-procurement portal specified in ITC 1(m) no later than:** **Date:** June 20, 2025 **Time:** *16:00 hrs.* **Consultant shall submit pen drive** containing six Submissions (Poster, Thumb stopper video, Brochure, Hoarding, TV Advertisement and Animation Video) of FORM TECH – 4B in the designated Office of the Client BEFORE THE CLOSING HOUR OF BID SUBMISSION by POST / COURIER / HAND DELIVERY in a Seal Envelope with the express instruction that the Envelope is to be opened only after the Closing Hours of BID Submission. 17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the **Data Sheet**."
19	Replace ITC 19 with the following: "19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the **Data Sheet** and this could be viewed online by the Consultants. The consultants or their authorized representatives may attend the online opening in person if this option is offered in the **Data Sheet**. The opening date, time and the address are stated in the **Data Sheet**. The folder with the Financial Proposal

shall remain unopened, encrypted, in the e-procurement system until the subsequent public opening in accordance with ITC 23.

The procedure for online opening of technical proposals shall be: *Technical proposal will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated below.*

Date: *June 20, 2025*

Time: *16:30 hrs.*

Consultants have an option to attend the opening of the Technical Proposals in person. **The opening shall take place at:**

Kerala Solid Waste Management Project (KSWMP)
Upper Ground Floor, Trans Towers, Vazhuthacaud,
Thiruvananthapuram -695014, Kerala, India
Telephone: 0471-2333011
E-Mail: tenderkswmp@gmail.com

Website: www.kswmp.org

In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day

19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of the folder with the Financial Proposal in the portal; and (iii) any other information deemed appropriate or as indicated in the **Data Sheet**."

21.1

[for FTP]

Consultants technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected. Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.

Part A: Mandatory Criteria:

SN	Eligibility Criteria	Documents/ Copies to be submitted
1	The Consultant shall be a registered legal entity with experience as an communication consultant/ Creative	a. Certificate of Incorporation /Registration b. GST registration certificate

	advisory services firm and should have been in business for the last **8 years** (as on last date for submission of proposal).	c. Any other Government Documentation to establish Proof of Existence.
2	Should have successfully completed **Minimum of one (1)** similar projects[1] for Central/State Government or Local Self Governments or Public Utilities in India, preferably funded by multilateral/ international agencies, such as World Bank/Asian Development Bank/Asian Infrastructure Investment Bank (AIIB)/KFW etc. with a minimum consulting fee of INR 200 Lakhs in the last 8 years (as on last date for submission of proposal).	Document (s) relating to details of assignments shall be supported by Completion Certificate or Work Order along with final payment confirmation by the Authority. The supporting documents shall clearly state the scope of work and contract value undertaken by the applicant. * In cases where the service was part of a larger project, such works shall be considered, provided the client issues a completion certificate clearly indicating value of completed work related to delivery of similar work. If the consultant has completed the previous similar project as part of a JV, then the proportionate share of the bidder in the JV shall be considered, provided the bidder submits the Proof of JV share along with Bid.
3	The average annual turnover of the company in any three of the last five financial years shall be at least INR 500 Lakhs. (FY 2023-2024, 2022-2023, FY 2021-2022, FY 2020-2021, FY 2019-2020)	Audited financial statements

Part B: Evaluation Criteria:
Bidders are advised to go through *Section 7 (TOR)* and Annexure 1 to SECTION-2 (Application of Evaluation Criteria) of this RFP.

Sl. No.	Particulars	Required Documents	Max. Marks
1	**Specific experience of the consultant (as a firm) relevant to the assignment: 30 Marks**		

[1,2] *Similar project means- behavioural change communication in public health, waste management, water and sanitation*

		Successfully completed Similar projects[2] as Communication Consultant in projects for Central/State Government or Local Self Governments or Public Utilities in India/ any other countries, preferably funded by multilateral/ international agencies, such as world bank/Asian Development Bank/Asian Infrastructure Investment Bank (AIIB)/KFW etc in the last 8 years (as on last date for submission of proposal) each with a value of minimum INR 100 lakhs. *First FIVE **projects in the serial order (as per list in Tech-2B)** would be evaluated. Two projects considered for satisfaction of Mandatory criteria 2 will be evaluated here. The Consultant can submit three more projects for scoring, totalling to 5 projects.*	Document (s) relating to details of assignments shall be supported by Completion Certificate or Work Order along with final payment confirmation by the Authority. The supporting documents shall clearly state the scope of work and contract value undertaken by the applicant. Certification by a practicing Chartered Accountant certifying final payment shall also be considered as proof of successful completion. * In cases where Communication service delivery was part of a larger project, such works shall be considered, provided the client issues a completion certificate clearly indicating value of completed work related to delivery of Similar services. If the consultant has completed the previous similar project as part of a JV, then the proportionate share of the bidder in the JV shall be considered, provided the bidder submits the Proof of JV share along with Bid.	30 marks

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<tr><td colspan="3">Refer Annexure 1 to Section 2 for detailed marking criterion.</td><td></td></tr>
<tr><td>2</td><td>Write-up on approach, methodology, workplan and Organisation & Staffing for the assignment as per scope of work provided.
a. Technical Approach
b. Methodology
c. Work Plan
d. Organisation and Staffing</td><td>Detailed write-up based on the requirements in ToR</td><td>20 Marks</td></tr>
<tr><td>3</td><td>Key Experts Profile: Education and relevant experience</td><td>Signed copy of CV (7 Nos of experts) of the firm along with photograph and proof of experience. The CVs shall be duly signed by the authorised representative of the consultant as well as the expert. The CVs of the below six listed Positions will only be scored.</td><td>30 Marks</td></tr>
<tr><td></td><td colspan="2">
<table>
<tr><th>Sl. No</th><th>Expert</th><th>Marks</th></tr>
<tr><td>1</td><td>Team leader- Strategic communication specialist</td><td>8</td></tr>
<tr><td>2</td><td>Media Planner cum Communication Coordinator (POC)</td><td>6</td></tr>
<tr><td>3</td><td>Creative Team Head Art</td><td>4</td></tr>
<tr><td>4</td><td>Creative Team Head- Copy Content</td><td>4</td></tr>
<tr><td>5</td><td>Writer and content editor- English and Malayalam.</td><td>4</td></tr>
<tr><td>6</td><td>Web and social media manager</td><td>4</td></tr>
</table>
</td><td></td></tr>
<tr><td>4</td><td colspan="2">Strategy and in-house capabilities</td><td>20 marks</td></tr>
<tr><td></td><td colspan="2">TOTAL MARKS</td><td>100</td></tr>
</table>

The minimum technical score (St) required to qualify is: 70
</td></tr>
<tr><td>22.2</td><td>Replace second sentence of ITC 22.2 with the following:</td></tr>
</table>

	"All other Financial Proposals shall not be opened."
	Public Opening of Financial Proposals
23	Replace ITC 23.1 with the following: "23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify online through e-procurement portal those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will not be opened; and (iv) notify them of the date, time and location of the online public opening of the Financial Proposals and invite them to attend." In ITC 23.2first sentence, after the words 'in writing', add the following: 'online through e-procurement portal' In ITC 23.2 (iv), after the words 'location of the' add the following: 'online' Replace ITC 23.4 with the following: "23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online) is optional and is at the Consultant's choice" Replace ITC 23.5 with the following: Following the completion of the evaluation of the Technical Proposals, the Client will notify online through e-procurement portal, all Consultants of the location, date and time of the public opening of Financial Proposals. Any interested party who wishes to attend this public opening should contact Project Director, KSWMP, tenderkswmp@gmail.com and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.

	"The Financial Proposals shall be publicly opened online by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud and recorded online simultaneously. The Financial Proposals shall be then opened, and the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the e-procurement portal for the information of all Consultants who submitted Proposals and the Bank, unless the **Data Sheet** provides for other means of sending notifications and the results of the financial opening."
25.1	For the purpose of the evaluation, the Client will exclude: all local identifiable indirect taxes such as GST or similar taxes levied on the contract's invoices. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1 **(QCBS only)**	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:** Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. **The weights given to the Technical (T) and Financial (P) Proposals are**: **T** = 80% **P** = 20% Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
	D. Negotiations and Award

27.1	**Expected date and address for contract negotiations:** **TENTATIVE Date**: July 2025 **Address:** Upper Ground Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram -695014, Kerala, India Telephone: 0471-2333011 E-Mail: tenderkswmp@gmail.com Website: www.kswmp.org
29	29.1 Disabled 29.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette and on e-procurement portal."
30.1	Replace ITC 30 with the following: **"**The Contract shall be signed prior to the expiry date of the Proposal validity, specified in ITC 12.1 or any extension thereof."
30.2	**Expected date for the commencement of the Services:** **TENTATIVE Month:** July 2025, Kerala, India
31.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: **For the attention**: Dr. *Divya S Iyer IAS* **Title/position**: *Project Director, KSWMP* **Client**: *Kerala Solid Waste Management Project* **Email address***: pdkswmp@gmail.com* In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of this Request for Proposal; **2.** the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and **3.** the Client's decision to award the contract.

Annexure 1 to SECTION-2

SPECIFIC APPLICATION OF EVALUATION CRITERIA

CRITERIA-1

SPECIFIC EXPERIENCE OF THE CONSULTANT (AS A FIRM) RELEVANT TO THE ASSIGNMENT: 30 Points

[Note to Consultant: The Client will assess similarity of the work to be done in this assignment with assignments successfully completed by the Consultant in India/ any other countries in the last 8 years (as on last date for submission of proposal). Client testimony if provided will be an additional factor. The Consultant should provide documentary evidence such as copy of Completion Certificate or Performance Certificate for each of the assignments shown by the consultant, from the client. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

APPLICATION OF EVALUATION CRITERIA (1)

Sl. No.	Scoring for each project* meeting the requirement			Point Allocation Max. Score allocated for the Criteria (1)
1		Value of Works (in lakh rupees)		
		500 or above	200 or above up to 500	100 or above up to 200
	Score	6	4	3

** First **five projects** in the serial order **(as per list in Tech-2B)** would be considered for evaluation. Only those projects with proof of successful completion shall be considered for evaluation. The consultant can submit details of three projects for evaluation in addition to the details of two projects considered for satisfaction of mandatory criteria.*

CRITERIA-2

ADEQUACY AND QUALITY OF THE PROPOSED METHODOLOGY, AND WORKPLAN IN RESPONDING TO THE TERMS OF REFERENCE (TORs): 20 points

a. Technical Approach: 05
b. Methodology: 10
c. Work Plan and Organization and Staffing: 05

[Notes to Consultant: the client will assess whether the proposed methodology is clear,

responds to the TORs, and implementable; overall team composition is balanced and has an appropriate skills mix; and the firm has strong organization and staffing to support the engagement]

APPLICATION OF EVALUATION CRITERIA (2)

1. Sub Criteria: TECHNICAL APPROACH AND METHODOLOGY (15 points)

[Note to Consultant**:**

Points shall be awarded based on whether the proposed approach is discussed in detail and the methodology is specifically tailored to the characteristics of the assignment.]

Scoring	Sub Criteria	Point Allocation Max. Score allocated for the Criteria (2 a)	
a)	Technical Approach		05
	Excellent: Substantially exceeding the specified requirement.	*05*	
	Very Good: Marginally exceeding the specified requirement.	*04*	
	Good: Just meeting the specified requirement.	*03*	
	Average: Marginally below the specified requirement.	*02*	
	Below Average: Substantially below the specific requirement.	*00*	
b)	Methodology		10
	Excellent: Substantially exceeding the specified requirement.	*10*	
	Very Good: Marginally exceeding the specified requirement.	*08*	
	Good: Just meeting the specified requirement.	*06*	
	Average: Marginally below the specified requirement.	*04*	
	Below Average: Substantially below the specific requirement.	*00*	

2. Sub Criteria: WORK PLAN AND ORGANISATION AND STAFFING (05 points)

[Note to Consultant:

Points shall be awarded based on evaluation of the overall team composition is balanced and has an appropriate skills mix; and the firm has strong organization and staffing to support the engagement. In case of JV or if sub-consultant is proposed, the roles and responsibilities of each agency shall be clearly defined.]

Scoring	Sub Criteria	Point Allocation Max. Score allocated for the Criteria (2 c)	
c)	Work Plan and Organization & Staffing		5
	Excellent: Substantially exceeding the specified requirement.	*5*	
	Very Good: Marginally exceeding the specified requirement.	*4*	
	Good: Just meeting the specified requirement.	*3*	
	Average: Marginally below the specified requirement.	*2*	
	Below Average: Substantially below the specific requirement.	*00*	

CRITERIA-3

KEY EXPERTS' QUALIFICATIONS AND COMPETENCE FOR THE ASSIGNMENT: 30 POINTS FOR ALL KEY EXPERT POSITIONS

The number of points to be assigned to each of the above positions shall be determined considering the following two sub-criteria and relevant percentage weights.

- General qualifications (general education, training, and experience):*[30%]*.
- Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)*: [70%]*

APPLICATION OF EVALUATION CRITERIA (3)

1) General qualifications (general education, training, and experience): *[30%]*

	General qualifications	**Point Allocation as percentage of Max. Score allocated for the "General Qualification" for specific Key Expert Position**
I	*Excellent: Substantially exceeding the specified requirement.*	30%
II	*Very Good: Marginally exceeding the specified requirement.*	27%
III	*Good: Just meeting the specified requirement.*	24%
IV	*Average: Marginally below the specified requirement.*	21%
V	*Below Average: Substantially below the specific requirement.*	0

2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)*:[70%]*

	Adequacy for the Assignment	**Point Allocation as percentage of Max. Score allocated for "Adequacy for The Assignment" for specific Key Expert Position**
I	*Excellent: Substantially exceeding the specified requirement.*	70%
II	*Very Good: Marginally exceeding the specified requirement.*	63%
III	*Good: Just meeting the specified requirement.*	56%

IV	*Average: Marginally below the specified requirement.*	49%
V	*Below Average: Substantially below the specific requirement.*	0

CRITERIA-4
STRATEGY AND IN-HOUSE CAPABILITIES: 20 POINTS
The scoring will be done on the basis of the Consultant's response to the following:

A. The consultant shall prepare communication materials to be used as part of a campaign to address anticipated public protest on account of establishing a solid waste management facility **(15 POINTS)**
B. Evaluation of two TV ads/ animation videos produced by the firm for any previous assignment or exclusively developed for KSWMP **(5 POINTS)**

APPLICATION OF EVALUATION CRITERIA (4)
A. The consultant shall submit communication materials produced by the firm for any similar previous assignment or exclusively developed for KSWMP **(15 POINTS)**

Scoring	**Sub Criteria**	**Point Allocation Max. Score allocated for the Criteria**	
4.A.1	*Overall cohesion and clarity of campaign material Poster*	*Excellent*	*3*
		Good	*2*
		Average	*1*
		Below Average	*0*
4.A.2	*Poster*	*Excellent*	*3*
		Good	*2*
		Average	*1*
		Below Average	*0*
4.A.3	*Thumb stopper video*	*Excellent*	*3*
		Good	*2*
		Average	*1*
		Below Average	*0*
4.A.4	*Brochure*	*Excellent*	*3*
		Good	*2*
		Average	*1*
		Below Average	*0*
4.A.5	Hoarding	*Excellent*	*3*
		Good	*2*
		Average	*1*
		Below Average	*0*

Scoring	Sub Criteria	Point Allocation Max. Score allocated for the Criteria

Overall cohesion and clarity of campaign material: *shall be evaluated on the basis of Consistency Across different material, Clarity of messaging, following a thread/ using similar theme etc.*

Poster, hoarding, brochure and thumb stopper video will be evaluated on the basis of Information Detail and message clarity, Novelty, Design and Layout, visual appeal, engagement, visual and audio clarity.

B. Evaluation of one TV advertisement and one animation video produced by the firm for any previous assignment or exclusively developed for KSWMP **(5 POINTS)**
Evaluation shall be done on the basis of Engagement, Visual and Audio Quality, Message Clarity and novelty

Scoring	Sub Criteria	Point Allocation Max. Score allocated for the Criteria (4 B)	
	TV advertisement		2.5
	Excellent	*2.5*	
	Good	*1.5*	
	Average	*1.0*	
	Below Average	*00*	

Scoring	Sub Criteria	Point Allocation Max. Score allocated for the Criteria (4 B)	
	Animation video		2.5
	Excellent	*2.5*	
	Good	*1.5*	
	Average	*1.0*	
	Below Average	*00*	

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	*Page Limit*
FTP	**STP**			
✓	✓	TECH-1	Technical Proposal Submission Form.	2 pages
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	As required
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	4 pages
✓		TECH-2B	B. Consultant's Experience	25-30 pages
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	2 pages
✓		TECH-3B	B. On the Counterpart Staff and Facilities	2 pages
✓	✓	TECH-4 A	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	25 -30 pages
✓	✓	TECH-4 B	Strategies & In House Capabilities	*Media File
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	A3 5 pages
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	As required (Limit 5 pages per CV)
✓	✓	TECH-7	Code of Conduct (ES)	As required

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

* Modes Of submission explained in detail in FORM TECH – 4B

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

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

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

{OR

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

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption as per ITC 5.

(e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World

Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council.

(f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.

(g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 27.4 may lead to the termination of Contract negotiations.

(h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

_____

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

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Consultant (company's name or JV's name):
Capacity: {insert the person's capacity to sign for the Consultant}
Address: {insert the authorized representative's address}
Phone/fax: {insert the authorized representative's phone and fax number, if applicable}
Email: {insert the authorized representative's email address}_____

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

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY) CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last *8* years.

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

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rs.)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., Rs.1 mill/Rs. 0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to sub-national government.....": drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., Rs. 0.2 mil/Rs. 0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 A(FOR FULL TECHNICAL PROPOSAL ONLY)

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

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

a) Technical Approach
b) Methodology
c) Work Plan and Organization and Staffing

a) Technical Approach and b) Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), 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. Please do not repeat/copy the TORs in here.}

c) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing 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.}

Organization and Staffing. {Please describe the structure and composition of your team, including the list and roles and responsibilities of the Key Experts, Non-Key Experts and relevant technical and administrative support staff}. In case of JV or if sub-consultant is proposed, the roles and responsibilities of each agency shall be clearly defined. Engagement of sub-consultant will not be acceptable if this is not provided.

FORM TECH-4 B (FOR FULL TECHNICAL PROPOSAL ONLY)

STRATEGIES & IN HOUSE CAPABILITIES

Form Tech 4B: Provide link to access the content in the proposal document. It shall be ensured that no changes are made to the content after last date of submission. To ensure the same, the consultant shall also submit the outputs for evaluation via Pen Drive at SPMU office before the last date of submission in a sealed envelope.

These six Submissions (Poster, Thumb stopper video, Brochure, Hoarding, TV Advertisement and Animation Video) of FORM TECH – 4B shall be delivered in the designated Office of the Client BEFORE THE CLOSING HOUR OF BID SUBMISSION by POST / COURIER / HAND DELIVERY in a Seal Envelope containing a Pen Drive or USB Flash Drive with the express instruction that the Envelope is to be opened only after the Closing Hours of BID Submission.

The purpose of granting both options of submission is to ensure that the submissions listed herein are submitted without any technical glitches.

FORM TECH-5 (FOR FTP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

FORM TECH-6 (FOR FTP)
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

Full time input

Part time input

FORM TECH-6
(CONTINUED)

CURRICULUM VITAE (CV)

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

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

_____

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

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

Membership in Professional Associations and Publications:

_____

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

_____

Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert Signature Date

{day/month/year}

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

Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs

FIN-4 Reimbursable expenses

FIN-5 Bill of Quantity

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Project Director
Kerala Solid Waste Management Project (KSWMP)
Upper Ground Floor, Trans Towers, Vazhuthacaud,
Thiruvananthapuram -695014, Kerala, India
Telephone: 0471-2333011
E-Mail: tenderkswmp@gmail.com
Website: www.kswmp.org

Dear Sirs:

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

Our attached Financial Proposal is for the amount of Rs._____{Insert amount in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is Rs._____{Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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

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

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

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

We remain,

Yours sincerely,

_____

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

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Consultant (company's name or JV's name):
Capacity: {insert the person's capacity to sign for the Consultant}
Address: {insert the authorized representative's address}
Phone/fax: {insert the authorized representative's phone and fax number, if applicable}
Email: {insert the authorized representative's email address}_____

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

FORM FIN-2 SUMMARY OF COSTS

Item	Cost
	{Consultant must state the proposed Costs in accordance with ITC **16.4 of the Data Sheet**}
	In Indian Rupees (Rs.)
Cost of the Financial Proposal	
Including:	
(1) **Costs**	As per total in FORM FIN – 5
(2) **Reimbursables**	NOT APPLICABLE
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
Total Estimate for GST:	

FORM FIN-3 BREAKDOWN OF COSTS

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

A. COST					
No	**Task/Item**	**Unit Rate**	**Quantity**	**Gross**	**Total in INR**
(a)	Task 1		1		
	Task 2		1		
	Task 3		2		
	Total Fee				
	GST				
	Grand Total				

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses

N°	**Type of Reimbursable Expenses**	**Unit**	**Unit Cost**	**Quantity**	In Indian Rupees (Rs.)
__	{e.g., Per diem allowances**}	{Day}		_____	
__	{e.g., International flights}	{Ticket}		_____	
__	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{e.g., reproduction of reports}				
	{e.g., Office rent}				
	.....				
	{Training of the Client's personnel – if required in TOR}				
				Total Costs	

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

FORM FIN-5
BILL OF QUANTITY

Instruction to Consultants on Price Schedule

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. **THIS FORM IS TO BE FILLED UP AND THE TOTAL SUM IN THIS PAGE WILL USED FOR FINANCIAL EVALUATION.**

Note: The Format below has listed the deliverables in the first year alone, though the duration of the Contract is for two years with the option annual review at the end of year 1 and Client reserving the right for discontinuing the services of the Consultant at the end of year 1 due to non-performance. For the deliverables of the Consultant during the entire pendency of the Engagement, the unit rates and percentage management fee filled in by the Consultant in this **Form FIN – 5** would be applicable.

S. No.	**Reference to TOR**	**Item**	**Unit**	**Column A** **Unit Rate** (Consultant to fill)	**Column B** **Number of Units** (Not to be changed)	**Total Cost- (Column A X Column B)** (Consultant to fill)
I		Inception Report	Lumpsum			
II		Deliverables listed in Annexure 1 to TOR				
1	B1	Brochure	Number		4	
2	B2	3D Animation Video	Cost per second		840 seconds	
3	B3	Production of facility Explainer videos (up to 5 min duration each)	Number		4	
4	B4	Design generic hoarding	Number		4	
5	B5	Scheme Poster/ Leaflet	Number		50	
6	B6	Handbook	Number		2	

S. No.	Reference to TOR	Item	Unit	Column A Unit Rate (Consultant to fill)	Column B Number of Units (Not to be changed)	Total Cost- (Column A X Column B) (Consultant to fill)
7	B7	Television advertisement	Number		2	
8	B8	L-Shaped Banner	Number		2	
9	B9	Development of design for carry bags, T-shirts, caps, badges, etc.	Number		12	
10	B10	The design concept for Wall painting/Bus and train branding. Bus shelter branding.	Number		12	
11	B11	Banner/ Backdrop/Notice board design/Standees	Number		12	
12	B13	Newsletter	Number		6	
13	B13	HTML newsletter	Number		4	
14	B14	Ongoing PR, communication, website management, social media management and regular updation of strategy	Monthly		12	
15	B15	Press advertisement	Number		6	
16	B16	Development of radio/Railway jingle	Number		4	
17	B17	Temporary Kiosk designing	Number		6	
18	B19	Documentation of Project Activities- Photo album	Number		6	
19	B20	Documentation of Project Activities- Video Documentation	Number		6	

S. No.	Reference to TOR	Item	Unit	Column A Unit Rate (Consultant to fill)	Column B Number of Units (Not to be changed)	Total Cost- (Column A X Column B) (Consultant to fill)
20	C1	Social media posters/ Graphic motion posters	Number		180	
21	C2	Hand-sketched illustration/caricature/ cartoon related posters	Number		52	
22	C3	Testimonial videos/ Thumb stopper/Graphics Motion Video for social media. Whiteboard animation or 2 D animation video for social media	Number		75	
23	C4	Live podcast, talk show, educational lecturing	Number		12	
24	D1	Post campaign evaluation	Number		1	
III		**Percentage Management Fee**				
25	B12	Percentage Management Fee for Printing and installation of Banner backdrop standees	Percentage Management Fee	Please enter percentage (P-1) here	12,00,000	Please enter P-1 x 12,00,000 here
26	B13	Percentage Management Fee for Printing of Newsletter	Percentage Management Fee	Please enter percentage (P-2) here	40,000	Please enter P-2 x 40,000 here
27	B18	Percentage Management Fee for Printing and installation of KIOSK	Percentage Management Fee	Please enter percentage (P-3) here	3,60,000	Please enter P-3 x 3,60,000 here
		Total	NA	NA	NA	

The amount quoted for Sl. No. I (Inception Report) should be limited to 2.5% of the total amount (Total of I+II)
The upper limit for percentage management fee is 10%.
The contract ceiling value will be arrived at by multiplying the total quoted above for one year, by two.

Section 5. Eligible Countries

In reference to ITC 6.3.2, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Fraud and Corruption

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

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

v. "obstructive practice" is:

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

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

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

indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

3 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 7. Terms of Reference

Selection of Communication Consultant (IEC)
for
Kerala Solid Waste Management Project (KSWMP)

1. Background

The State of Kerala generates about 2.2 million tonnes of solid waste annually in its urban areas (municipalities and corporations). The rise in population and urbanization have led to an increase in solid waste that may impact the environment, health, sanitation, social well-being of the people and aesthetics of the landscape of Kerala. Solid waste management is one of the critical environmental services to be offered in urban centers. The state has well-established decentralized waste management practices, aimed at the management and disposal particularly of biodegradable waste at the source level. The state has achieved significant progress in segregation of nonbiodegradable waste at sources i.e., households and institutions. The local bodies collect various streams of non-biodegradable waste from all the generators through the Haritha Karma Sena[1], transport it to the Material Collection Facility (MCF), further sort and segregate it and forward the reusables to swap centers or upcycling, recyclables to recycling facilities, combustible RDF to cement factories, hazardous fractions to the hazardous landfill. The inert and process rejects need to be safely disposed in a Scientific Landfill (Sanitary Landfill/Engineered Landfill).

The State Government has already formulated its SWM Policy in 2018 and is envisaging an integrated approach to address the solid waste management issues in the state.

2. KSWMP Project

The Government of Kerala (GoK) has joined hands with the World Bank (WB) and the Asian Infrastructure Investment Bank (AIIB) to implement the Kerala Solid Waste Management Project (KSWMP) aimed at improving the institutional, infrastructure, and service delivery systems in Urban Local Bodies in the State. The project, which will help the State to adopt global best practices in managing its solid waste, is the first of its kind in scale and scope supported by the World Bank in South Asia.

The objective of the Kerala Solid Waste Management Project is to strengthen the institutional and service delivery systems for solid waste management in Kerala. The project adopts an integrated service delivery value chain approach to address the key institutional, financial, service delivery, and infrastructure constraints in the SWM system in Kerala. The proposed KSWMP project will support the 93 Urban Local Bodies (87 Municipalities and 6 Corporations) through the following components:

[1] *HKS is the group constituted that collects non-biodegradable waste from houses and establishments to shredding units for recycling. The waste is segregated into different sections based on its features*

Component 1: Institutional development, capacity building, and project management

The component will provide technical assistance and capacity building at state and local levels for (a) undertaking SWM institutional, financial and policy reforms; (b) planning, designing and implementing investment sub-projects for climate smart and disaster resilient SWM infrastructure and service-provision improvements; (c) organisational development of participating ULBs for inclusive and sustainable SWM service delivery; and (d) awareness generation, gender inclusion and stakeholder engagement.

Component 2: Support to ULBs for SWM

The component will provide grants to the participating ULBs for improving their local level SWM systems and capacities, mainly on (a) primary collection and transportation systems for solid waste, (b) source segregation and treatment for Biodegradable Waste (BDW) at decentralised level, (c) rehabilitation of existing Material Collection Facilities (MCFs)/ Resource Recovery Facilities (RRFs) and development of new integrated Material Recovery Facilities (MRFs), (d) development of BDW management facilities, (e) closure/remediation of existing dumpsites and development of disposal cells as interim disposal facilities, (f) public space cleaning, sanitization, waste removal activities as well as cleaning and sanitization of government offices, hospitals, community level waste recycling and processing facilities, (g) protective gear, equipment, masks, chemicals, disinfectants etc. for sanitation and waste management workers, (h) operations and maintenance payments for performance-based contracts and tipping fees for regional disposal, and (i) implementation of environment and social risk mitigation actions.

Component 3: Development of regional SWM facilities

This component will finance, inter alia: (a) regional processing and recycling facilities: (b) regional construction and demolition (C&D) waste management facilities; (c) transfer stations and regional sanitary landfills for municipal solid waste disposal; and (d) closure/remediation of existing waste dumpsites and development of incremental disposal cells as interim safe disposal facility. These downstream activities aim at completing the value chain.

3. Objective of the Assignment

The success and sustainability of the initiatives undertaken under the KSWMP will need the active participation of a range of stakeholders involved in the SWM value chain the Kerala. The Project has developed a comprehensive Communication Strategy and is now seeking the services of a professional communications agency (hereafter "the Consultant") to help implement a Statewide communications program to promote behavior changes and ensure continuous public participation and support from stakeholders.

The selected Consultant shall conceive and create a communication campaign to be disseminated using various communication techniques, across diverse range of

communication channels, resonating with stakeholder groups at both state and ULB levels such as elected local representatives, ward members, community representatives, households, and service providers. The campaign should also support subproject-specific communication and consultation with residents and communities to enhance social consensus, acceptance, and ownership of the proposed interventions.

The consultant shall develop and design IEC materials to encourage public adherence to SWM regulations, generate statewide awareness about KSWMP's initiatives, and showcase project interventions and activities.

Key Objectives:

i. Increase awareness about the KSWMP, and its objectives, progress, benefits.
ii. Promoting behavioral changes in public and stakeholders by continuous public engagement
iii. Ensure support for the development and operations of SWM facilities supported under the Project.

4. Scope of Service.

To achieve the above objectives, the Consultant shall be responsible for analyzing and revising the existing Communication Strategy of KSWMP and to implement the same within the Timeline. The Consultant is tasked with reviewing the existing communication strategy, conducting field visits, and consulting with relevant stakeholders. The revised Communication Strategy shall also highlight the changes in existing strategy and in line with this revised Communication Starategy, the Consultant shall submit action plans to implement this Strategy. Also, the firm is expected to evaluate the campaign that has already been conducted by KSWMP for the last two years. The primary goal is to ensure the communication campaign effectively supports KSWMP's mission and engages the target audience. The following are the main tasks expected to be included. The Client will evaluate the action plans in the monthly reports submitted by the Consultant

Task-I: Concept Development and Content Creation

Consultant to conceptualize, develop, and create creative content for an intensive communication campaign in all media. The consultant will be expected to furnish at least three options for the theme for this campaign. This campaign is expected to cover a range of communication channels broadly for the below but not limited to:

- Broadcast media: television ads, radio jingles, railway jingles, print ads, live streaming on social media platforms, etc.
- Information materials: brochures, leaflets, posters, banners, and notice boards, etc.
- Educational materials: videos, animations, infographics, etc
- Persuasive materials: testimonials, endorsements, success stories, explainer videos on various SWM facilities, etc.
- Social media: Facebook, Instagram, YouTube tutorials, Twitter, LinkedIn, etc.

- Outdoor materials: Public hoarding, wall painting, bus/train branding, Information KIOSK design, Bus Shelter branding, display boards in Railway/Bus stations/Malls, etc.

These creative contents should have a resonance across various stakeholder groups at the state and ULB levels. The cornerstone of this task will be on the creativity of the campaign concept offered and its innovativeness and efficacy in addressing the key target groups. The content materials will have to be in an effective mix of Malayalam and English. The Consultant will have the mandate to conceptualize ideas, develop script, design, and develop communication materials that are culturally relevant and appealing to the targeted and segmented audience keeping in mind that it reaches and is understood by even disadvantaged and not-so-privileged groups.

A list of minimum deliverables to be delivered as a part of this campaign is provided in Annexure 1 to this TOR. The Consultant is expected to provide unit cost estimates for the items on this list.
The Consultant will also be responsible to develop a monthly action plan/calendar for the production and roll-out of the creative collaterals. The consultant is also responsible for sharing the tentative budget for broadcasting these materials in different mediums every month.

Task -II: Project Implementation Support
The Consultant shall provide ongoing implementation support to KSWMP during the Contract period. The implementation support shall include:

a) Ongoing Public Relations Support:
The Consultant shall provide ongoing communications and public relations support ranging from visual media, print media, and digital media to the State Project Management Unit (SPMU), and District Project Management Units (DPMU) during the contract period. The support shall include, but not be limited to the following.

i. Manage the public relations activities of the project in visual, print, and digital media. The agency is responsible for developing and sharing minimum 10 press releases (English and Malayalam) among media outlets in Kerala after the prior review of the client and ensuring that at least 3 of them are published on a monthly basis.

ii. Development of press releases and project briefing notes, setting up and preparing for media interviews as per the requirement of SPMU, DPMU, and campaign secretariat Deliverable: As and when needed.

iii. Setting up and supporting physical media interactions such as press conferences, interviews, media site visits etc. Deliverable: As needed.

iv. Support SPMU in drafting and publishing experts' articles, Op-Eds, on SWM-related topics in Malayalam and English dailies or digital portals. Deliverable: At

least one such article to be prepared and placed in a prominent media outlet every month (either English or Malayalam, daily or online platforms, after the prior approval of the client).

v. Support the Communication Experts at the SPMU, Public Information cell, and DPMU at the events through the drafting of talking points, speeches etc.

vi. Media monitoring for local, regional, national, and international newspapers, television, radio, and social media. Report to be furnished to SPMU on a daily basis. Publish the positive news on social media and the website of KSWMP on a weekly basis after the review and approval of the client.

vii. Setting up and preparing for long format TV/Radio discussions on SWM, based on the requirement of SPMU. Deliverable: At least one in a quarter.

viii. Any other appropriate tasks as may be assigned by the SPMU.

b) Media Planning and Buying:

The Consultant shall develop a monthly Media buying Plan within thirty (30) days of signing the Contract, for the first two months and within the first 7 days of the previous month for all upcoming months and share it with KSWMP for approval. The actual purchase of media space across various print and broadcast media will be carried out by the client in accordance with the rate approved by the State Government agencies I & PRD or the Cost cum Evaluation committee constituted for the project as per the approved government order. The plan shall include:

i. Multi-media release plan including TV Communication (TVC), print media, FM radio channels, Community radio channels, railway branding, and local cable TV services.

ii. A detailed outdoor media plan including generic hoardings at public places, bus panels, and wall paintings at prominent places, etc.

iii. Create an integrated phased calendar of release for all the above.

c) Project Cycle Communications:

i. Work in close coordination with the Communication Experts at the SPMU, DPMU, and other key Specialists engaged in SPMU and DPMU to design and produce communication material for various media platforms, to support community interface effectively at each stage of the project, and to respond to the information-needs of stakeholders.

ii. Support the SPMU and DPMU to set up effective interactive events for stakeholders (including consultations) in keeping with project cycle needs.

iii. Help SPMU develop ongoing dissemination material on topics like item-wise waste management & disposal mechanism, Illegal dumping, reducing waste, recycling at home, expectations from various waste generators under the project, new SWM systems, etc.

iv. Production of success stories, conversion of success stories to case studies in formats that can be updated on the website of KSWMP and disseminated through different mediums and channels, including social media.

v. Stakeholder mapping where major SWM facilities are being proposed and an appropriate strategy to manage public concerns/queries/ if any.

vi. Support SPMU and DPMU in identifying a subgroup or champions of trusted community groups /NGOs / Influencers and like-minded individuals of repute to partner with KSWMP and GOK in Consultations, outreach programs etc to influence larger public perceptions.

vii. Document and report regularly all SWM infrastructure work accomplished.

viii. Documentation of project activities: monthly photo and video documentation of major project activities and events, or as per the direction of SPMU. (Minimum 5 numbers in every month.)

Task III: Digital Media Management:

a) Social Media Management

i. Develop a social media engagement strategy in line with the project communication strategy. The strategy document must be for a period of 12 months.

ii. Periodically update and implement the agreed social media engagement strategy.

iii. Maintain the project's social media handles. This will include the development of daily broadcast collaterals/contents including social media posts, Thumb stopper/short video live streaming, posters, stories, photos, participatory competition in different SWM aspects, opinion polls, advocacy images, infographics, caricatures, cartoons etc. and engagement content (timely responses to the comments, messages and other public grievances/queries from the digital community) to meet agreed metrics that will be developed as part of the social media engagement strategy.

iv. The consultant will also be responsible for responding to comments, messages, and other queries from the digital community on time as per the approval of the client.

v. All the submissions shall be of the acceptable quality of the Client. Client reserves the right to reject if the quality of the submission are not acceptable.

vi. Engage the digital community through campaigns on SWM-related issues and ongoing campaigns of the Government of Kerala.

vii. Identify digital media influencers for social media campaigns and conduct an impactful campaign on social media as per the requirements of the client. The agency is responsible for collecting financial proposals from individual social media influencers and submitting them to SPMU for consideration and approval.

viii. Maintain a web and social media calendar and content plans of content themes and all upcoming coverage schedule according to the agreed and approved calendar.

ix. The consultant shall manage this activity using a Content Management System (CMS)

x. The consultant shall generate and analyse reports on web traffic and social media on a monthly basis and calibrate/upgrade the Social Media Engagement Strategy accordingly. The same shall be submitted to the Client on a monthly basis.

b) KSWMP Website management

i. The Communication agency shall maintain to ensure that the website of KSWMP is functional, user-friendly, and visually appealing.

ii. The consultant will also be responsible for responding to comments, messages, and other queries from the community on time after obtaining approval from the client.

iii. Manages the content on the website, ensuring it is up-to-date, relevant, and engaging as per the approval of the client.

iv. Search engine optimization (SEO) Support: Focuses on optimizing the website to rank higher in search engine results, driving more organic traffic to the KSWMP site. Maintain the digital presence of the project including Wikipedia, google business profile, etc.

v. Creates visual content for the website, including images, infographics, cartoons and caricatures, and other design elements to enhance the user experience.

vi. Analyzes website traffic and user behavior data to provide insights and recommendations for improving the site's performance quarterly.

vii. Maintain a web and calendar and content plans, and accordingly update the website of KSWMP.

viii. This activity shall be managed using a content management system (CMS).

Task -IV: Evaluating the Communication campaign effectiveness.

a) Campaign evaluation

The consultant shall design an evaluation strategy as part of the Communications Action Plan and conduct evaluative studies on the impact of the campaigns it has carried out over the past year. This study will evaluate the entire campaign efforts by the end of the first year. Based on the insights and findings from this evaluation, the consultant will plan and execute the campaigns for the following year.

KSWMP has been diligently executing an IEC plan at the ULB level, customized to address the specific needs and characteristics of each ULB taking into account the Knowledge, perception, and practice gap in SWM. This comprehensive approach considers various stakeholders, the local solid waste management (SWM) situation, as well as the challenges and opportunities unique to each locality. The communication consultant is tasked with evaluating the impact of these IEC plans upon its completion. The study aims to assess the effectiveness of the activities implemented by ULB as part of their ULB-level IEC plan through randomly selected ULBs and to provide recommendations for future IEC initiatives at the ULB level.

The consultant shall generate and analyse reports on the communication campaign effectiveness on a monthly basis and submit it to the Client.

The consultant shall also prepare and submit an activity report after organizing any programmes/events as part of KSWMP. The report should comprise all collaterals produced, PR initiatives, and process documentation in hard and soft copy.

The consultant shall prepare and submit advance monthly action plan, and Monthly Activity Report covering all 4 tasks to the Client for assessing the monthly progress and performance of the consultant.

5. Deliverables and Timelines

A list of indicative minimum deliverables to accomplish Tasks I to IV is provided in Annexure 1 to the TOR. These activities and their numbers are illustrative in nature based on the current understanding. The onboarded Consultant shall carry out activities based on the revised communications strategy and digital media strategy and the emerging needs of the project, in order to achieve the tasks and objectives listed in this TOR. The Consultant may be required to undertake additional activities based on project needs, subject to prior discussion and written approval from the Client.

Based on the Broad Scope of Services by the Consultant, following are the Deliverables and Timelines set under this TOR.

Sl. No.	Deliverables	Timeline
	Effective Date (Date of Signing of the Agreement between KSWMP and the Consultant)	D
1	Inception Report	D + 3 Weeks
2	Submission of Draft Revised Communication Strategy	D + 3 Weeks
3	Submission of Final Communication Strategy	D + 5 Weeks
4	Submit Monthly Action Plan for the upcoming month on Task 1, Task 2, Task 3 & Task 4 (based on revised communication strategy and needs of the project)	25th of Every Month
5	Submit Monthly Progress Report on Task 1, Task 2 & Task 3 & Task 4	07th of Next Month

6	Post campaign evaluation	D + 12th Month
7	Post campaign evaluation and final completion report	D + 24th Month

(i) The Consultant shall submit the Monthly Action Plan for the upcoming month by the 25th day of each month and the corresponding Monthly Progress Report by the 07th day of the next month; all such submissions shall be duly submitted to and approved by the Client.

(ii) Any change in the Monthly Action Plan shall be discussed and approved by the Client. Deviations from the Monthly Action Plan, variations, etc. would be assessed by the Client for that particular month before the signing-off by the Client for payments.

(iii) The Consultant shall submit to the Client, both the Monthly Action Plan and Monthly Progress Report along with all the supporting documents, videos, files, reports, etc. as agreed under Task 1, Taks 2, Task 3 & Task 4.

(iv) This Consultancy Agreement is performance based. For the avoidance of doubt, it is clarified that, though the submission of the Action Plan or Monthly Reports are considered as deliverables, payments shall be strictly against the achievement of the tasks listed in these Monthly Action Plans and reviewed in the Monthly Progress Reports.

6. Exclusions

The Consultant is not required to pay for costs related to printing, physical production, event organization, or media buying. All physical production and printing activities which are not listed in Annexure 1 to this TOR shall be paid for separately by the Client or through designated vendors. However, the Consultant is expected to manage these activities for which a percentage management fee will be paid.

7. **Mode of Billing and Payment**

This Consultancy Agreement is performance based. For the avoidance of doubt, it is clarified that, though the submission of the Action Plan or Monthly Reports are considered as deliverables, payments shall be strictly against the achievement of the tasks listed in these Monthly Action Plans and reviewed as successfully achieved to the client's satisfaction based on the Monthly Progress Reports.

Payments for this assignment will be made in lump-sum installments based on the deliverables achieved as per Monthly Progress Reports.

a. Submission and acceptance of inception report.
b. Items billable based on Monthly Progress Report (Invoice to be submitted upon

acceptance of deliverables at the end of every two months)

i. **Item 1:** Cost for Ongoing PR, communication, and social media, website management and regular updation of strategy.
ii. **Item 2: Items Based on Unit Rates-** The deliverables for each month shall be considered for payment based on the report on agreed versus actual tasks accomplished as per the Monthly Progress Report accepted by the client.
iii. **Item 3: Percentage Management Fee-** Percentage Management Fee will be paid to the Consultant for such items which were managed by the Consultant as listed in Annexure 1 of this TOR. The payment will be made as a percentage of the total cost incurred to SPMU.

Invoice shall be raised once for every two previous months after acceptance of the Monthly Progress Reports for the two months. Payments will be made against deliverables for the previous two months after review and acceptance by the Client. Payment processing will be as per Section F of GCC (Clause 43 through 47).

The deliverables listed in the table in Annexure 1 to this TOR are indicative. Based on the needs of the IEC campaign, Client may request additional or new deliverables from the consultant which are not listed and hence rates are not discovered through the Fin Form. If a rate is found to be not included in the table- or cannot be derived from the existing rate(s), the consultant may be suitably advised by the Client to submit a financial proposal for further consideration. If necessary, the consultant may also be advised by Client to collect financial proposals from multiple third parties to compare the prevailing market rates and standards. In such cases, the Client's cost evaluation committee, constituted by the Government for the project, would review the proposal and recommend to the Project Director of KSWMP for approval of the specification and charges. The SPMU may approve the deliverables based on the cost evaluation committee's technical evaluation and recommendation.

8. **Key Professional Required**

Following is the broad requirement of Key professionals. However, the Consultant shall deploy adequate other support staff, domain experts, as and when required, in order to achieve the objectives and scope of this assignment. The Consultant shall ensure that these resources are available as and when required for the project to achieve its objectives.

Position code	Position	Qualification
K1	Team leader- Strategic communication specialist	Postgraduate degree/ PG diploma in Journalism/ advertising/ communication with 10 years of work experience in preparing and implementing strategic campaigns that hinge on behavioural and attitude change: familiarity with environmental and social issues. Strong media handling capabilities. The candidate should have worked in at least one previous assignment as a team leader. Association with the SWM sector is desirable. Must have strong language skills in Malayalam and English.
K2	Creative Team Head Art	PG Diploma or Degree in advertising /communication/creative arts with 5 years of proven track record in art direction and experience in developing, designing, and producing creative content for mass multi-media campaigns focusing on behavioural change communications. He or she should have work experience in social messaging, experience producing advertisements, and hands-on experience in layout designing, and graphics.
K3	Creative Team Head-Copy Content	PG Diploma or Degree in Journalism/PG Diploma in Advertising/communication with 5 years of experience with behavioural change campaigns. Excellent writing skills in Malayalam and English
K4	Media Planner cum Communication Coordinator (POC) To be deployed at SPMU	Graduate in any field. 5 years of experience in 360-degree media planning using data analytics. Experience in media houses is mandatory. Must have strong language skills in Malayalam and English.

Position code	Position	Qualification
K5	Writer and content editor- English and Malayalam.	PG Diploma or degree in Journalism/ Degree in English/Malayalam literature/Creative writing. 5 years of hands-on experience as a content writer/editor in any media outlet including print and digital. Experience in translations in English and Malayalam (source and target language)
K6	Research analyst	Graduate in Environmental Studies or Public policy or any other discipline with excellent knowledge in solid waste management. Minimum 3–5 years of experience in research, preferably in development communication, public health, or environmental projects.
K7	Web and social media manager.	Bachelor's degree in marketing, communications, or a related. Experience in graphic design, web development, and content creation. 5 years' experience as a social media specialist or similar role. Experience in using social media for behavioural change communication. Excellent knowledge of handling X (Twitter), Facebook, Instagram, YouTube and other social media handles. Understanding of on-page SEO web traffic and She/he shall conduct organic SEO. Good understanding of social media KPI Good understanding of social media trends and Conduct the campaign accordingly.

The Consultant shall deploy adequate other support staff, domain experts, as and when required, in order to achieve the objectives and scope of this assignment.

9. Ethical and Copyright Issues

Cultural sensitivities, religion, language sensitivities, gender issues etc. must be kept in mind while designing, pre-testing and roll out of communication tools. Designs, scripts, storyboard and any other deliverable should be original and not be copied or duplicated from any other sources. Music/background score should be original and not tracks that are pre-recorded/downloaded/loops.

10. Reporting Relationship

The Consultant shall be reporting to the Project Director, KSWMP and work in close coordination with the IEC Expert at the SPMU and the public information cell of KSWMP. The firm shall provide monthly reports on the number of materials produced, coverage and outreach in terms of numbers. The firm will be evaluated based on its timely submission of deliverables, quality of contents, and appeal of the packaging and production.

The Consultant shall have a local office at Trivandrum, Kerala where the State Project Management Unit (SPMU) is located, post award of the contract. The selected consultant should provide a Point of Contact (POC) to interact with KSWMP officials and work on the account from Trivandrum. The POC shall report to the IEC Expert, SPMU to provide continuous support.

11. Contract Duration

(i) The period of the contract shall be two years on renewable basis; the performance of the firm will be reviewed at the end of each year and subject to satisfactory level of performance, the extension/reappointment letter will be issued.

(ii) Should the consultant fail to meet the Client's performance expectations during the performance review as above, the services will be terminated and the client shall take actions as per contract terms and conditions. Client shall send timely notices to the Consultant in cases of non-performance and deviations from the Action Plans set out to allow the Consultant to correct the same.

(iii) However, the contract may be suitably extended for an additional duration as mutually agreed upon by both parties and depending upon the performance of the Consultant.

12. Obligations of the Consultant

The Consultant shall perform and carry out the Services with all due diligence and efficiency, in accordance with the generally accepted professional standards and practices pursuant to the relevant clauses of GCC (General Conditions of Contract) under Obligations of the Consultant and as directed and advised by Client from time to time.

The consultant will be solely responsible for allocating all necessary resources including experts in the domain of SWM, to fulfil the obligations and timelines in the performance of the contract.

The Consultant shall be solely responsible for maintaining the Intellectual Property Rights of the Client. All such creative content including but not limited to various materials and Information, Education, and Communication (IEC) collaterals for various media platforms, including mass media, mid-media, and outdoor media prepared by the Consultant under this contract shall always remain the property of the Client and must not be shared with third parties or reproduced, whether in whole or part, without the prior written consent of the Client.

13. Client's Obligations

KSWMP shall use their best efforts to provide to the consultant all such assistance as may be required and as specified under the terms and conditions of the Contract and fulfil all their contractual obligations in pursuant to the relevant clauses of GCC (General Conditions of Contract) under Obligations of the Client. The Client will review all deliverables, creative collaterals and other IEC materials and issue necessary approvals for the submissions by the consultant. The Client shall convene the cost cum evaluation committee meeting as and when required to facilitate required approvals for the items which are not already listed under Annexure 1 to this TOR.

ANNEXURE - 1 to Terms of Reference

Tentative List of Deliverables

The following is only a tentative list based on current understanding. Selected Consultant will revise the same in accordance with the revised communications strategy and tasks identified in the TOR to achieve the Objectives under this Contract.

SL No	Deliverables	Task and its specification	Tentative No. of direct deliverables per year
A	Inception Report. (one time activity)	Inception Report shall cover approach, methodology (medium, phase vise communication rollout, etc. shall be detailed in the inception report) and implementation and resource mobilization plan for the project.	1
B	**Task I and Task II**		
1	Brochure on BIO CNG, RDF plant or any other subprojects that are part of KSWMP.	Draft content, and design including appropriate images suitable for the brochure. Printable format as per the requirement of KSWMP. Consultant shall not cause any copyright infringement.	4

SL No	Deliverables	Task and its specification	Tentative No. of direct deliverables per year
2	3-D Animation video on bio CNG,RDF plant or any other subproject	(i) Briefly explain what a Bio CNG, RDF, or any other sub-project or regional facility that is planned as part of the project and its importance in the Kerala landscape, and explain the siting criteria, and environmental and social safeguards. Technology and operational aspects shall be described. (ii) Demonstrate how waste is being managed throughout the value chain. Highlight the monitoring of environment and social parameters including groundwater, air quality, the safety of neighboring communities etc. (iii) Script, mood board, storyboard, Character design/ sketch/ animatics/ modeling/ texturing/ rigging/ lighting rendering, composting and VFX Voice dubbing, sound effects and BGM, subtitling, Sound mixing. Template/background score, Final output suitable for TVC and social media with English subtitles. The final output shall be Horizontal and Vertical views. The final output shall be in the format of MP4, MOV, or AVI. Also submit J2C format, 4096*1716 pixels for theatre screening. Average duration. 3.5 minutes,	4

SL No	Deliverables	Task and its specification	Tentative No. of direct deliverables per year
3	Production of facility Explainer videos	(i) The video shall demonstrate the functioning of a particular SWM facility based on the request of SPMU and the time frame of the video shall not exceed 5 minutes. (ii) Submission of script and story board for approval. (iii) Detailed mood board with scene division, and time frame. Shoot (may be multiple locations), Voiceover, Drone shoot if necessary, and computer graphics if necessary. First cut video submission without coloring, final out based on the suggestion of KSWMP. (iv) Subtitle in English, and background score, final out shall be suitable to TVC and social media. Vertical and horizontal view. Consultant shall not cause any copyright infringement.	4
4	Design Generic hoarding	Concept briefing, Draft content/tag lines, and final hoarding design in all supportive formats. Location plan for erecting hoarding, financial proposal for erecting the hoarding Consultant shall not cause any copyright infringement.	4
5	Scheme poster/ leaflet.	(i) Scheme poster/leaflet to familiarize subprojects of KSWMP. (ii) Draft content and design with appropriate images. (iii) Printable format as per the	50

SL No	Deliverables	Task and its specification	Tentative No. of direct deliverables per year
		requirement of KSWMP	
6	Handbook on item-wise waste management, different SWM subjects or sub-projects of KSWMP.	(i) Handbook to familiarise sub-project/an SWM technology of KSWMP. (ii) Draft content design with appropriate images and infographics. (iii) Layout and final output shall be supported in all printable formats as per the requirement of KSWMP. (iv) To familiarise Item item-wise waste management.	2
7	Production of television advertisement	(i) Concept briefing, detailed script, mood board, story bord, celebrity engagement if necessary. (ii) Shoot in multiple locations* with cast and crew. (iii) Subtitle in English Duration up to 40sec.	2
8	L- Shaped banner ad for TV	Concept briefing, and content design with appropriate images, and infographics. Video Size: 1920 x 1080, Aspect Ratio: 16: 9 Resolution: 72 pixels Ad Size Left: 464 (right safe area 366), Bottom: 250 (top safe area 200)	2
9	Development of design for carry bags, T-shirts, caps, badges, etc.	Concept briefing and the design shall be supported in all formats as per the requirement of KSWMP.	12
10	The design concept for Wall painting/Bus and train branding. Bus shelter branding.	Concept briefing, draft presentation, and Detailed design, mockup with a user guideline for the colour, font, and other branding details need to be produced.	12

SL No	Deliverables	Task and its specification	Tentative No. of direct deliverables per year
11	Banner/ Backdrop/Notice board design/Standees	As per the requirement of the client. The size may vary depending on the requirement.	12
12	Printing and installation of Banner backdrop standees.	The agency is responsible for printing and installing the banner/backdrop/standees on environmentally friendly material.	12,000 Sqft
13	Newsletter	Content development in Malayalam and English language, collection of stories from the field, rewriting the stories, layout design and preparation of newsletter in final printable/disseminable format with prior approval of the client.	6
	Printing of Newsletter	Total pages: 12 Printing: Double-sided multicolor Size: 21cm x 28 cm Paper: 130 gsm art Binding: Centre stapling. Number of copies. 1000.	6
	HTML newsletter	Collect emails, prepare an email roster content development in Malayalam and English, collection of stories from the field, rewrite the stories, design an HTML newsletter, and share it with emails not less than 1000 in the first month and the coming with an increase of 500+ emails	4
14	Ongoing PR, communication, web, and social media management	(i) Public relations support ranging from audio-visual media, print, and digital media to the State Project Management Unit (SPMU), district project management units, (DPMU), and Malinya Muktham Nava Keralam Campaign secretariat for the contract period as specified in the tasks	Ongoing

SL No	Deliverables	Task and its specification	Tentative No. of direct deliverables per year
15	Press advertisement	(i) Concept briefing, Draft content, and final ad design. (ii) The advertisement shall be on relevant campaigns decided by KSWMP. 12 * 16 CM- Colour, Black and white Quarter page- Colour Black and white Half page- Colour Black and white Full page- Colour black and white	4
16	Development of radio/Railway jingle-	(i) Concept briefing, Draft content, and final jingle. (ii) on relevant campaign decided by KSWMP (consultant shall advice) (iii) Final out suitable to radio railway and bus station.	4
17	Temporary Kiosk designing	(i) Temporary information KIOSK on SWM will be placed in different exhibitions hosted at the ULB level as part of ULB-level IEC activities. (ii) The consultant is expected to conduct a concept briefing on the KIOSK and provide mockup kiosk design, with color and branding guideline	6
18	Printing and installation of KIOSK	The agency shall be responsible to print and install 10ft*15 Ft temporary KIOSK using environment friendly materials in various locations across Kerala.	3600 Sqft

SL No	Deliverables	Task and its specification	Tentative No. of direct deliverables per year
19	Documentation of Project Activities- Photo album	Photos of sub-projects with running text to demonstrate the journey of that particular infrastructure construction and completion. Before, during and after images shall be taken and the final deliverable shall be submitted in a digital format.	6
20	Documentation of Project Activities- Video Documentation	Video documentation of projects with running text/ subtitles. Before during and after visuals demonstrating the journey of that infrastructure. The specification is given below. Video out quality- HD high-resolution video Duration- depends on the scope and nature of the sub-projects. Average duration 10 minutes. Voice-over and music mixing. The final out shall be supported in all formats. The consultant shall visit project sites identified by the SPMU and capture videography (minimum 1 visit in a month, to an average number 2 sites per district.	6
C	**Task III**		

SL No	Deliverables	Task and its specification	Tentative No. of direct deliverables per year
1	Social media posters/ Graphic motion posters	Conceive ideas in the below areas/subjects prepare social media posters and share it with SPMU on a regular basis for approval. (Weekly/fortnightly or monthly) (i) Item-wise waste management-related posters. (ii) Waste reduction-related posters. (iii) Day observation-related social media posters. (iv) SWM facility-related social media poster. (v) Year one and Year two investment-related social media posters. (vi) Mainstream Kerala Municipal Amendment Act and related orders. (vii) Malinyamuktham Nava Keralam campaign-related posters. (viii) KSWMP-related district and field-level initiatives. (ix) Day observation related posters (x) Or any other relevant topics related to SWM. (xi) Posts on emulative practices of eminent personalities/ celebrities/community leaders etc (xii) No copy-right template. Organic sharing of social media posts is the responsibility of the consultant.	180

SL No	Deliverables	Task and its specification	Tentative No. of direct deliverables per year
2	Hand-sketched illustration/caricature/ cartoon related posters	Conceive ideas in the below areas/subjects, prepare posters and share it with SPMU on a regular basis for approval. i. Item-wise waste management-related posters. ii. Waste reduction-related posters. iii. The poster shall be hand-sketch illustrations with catchy captions, cartoons, and caricatures	52
3	Testimonial videos/ Thumb stopper/Graphics Motion Video for social media. Whiteboard animation or 2 D animation video for social media	(i) Item-wise waste management. (ii) Familiarize with SWM facilities. (iii) Testimonial video of households near the dumpsite remediation sites. (iv) Mainstream KMA and concurrent government orders. (v) Malinyamuktham Nava Keralam campaign-related initiatives. (vi) District and field-level best practices. (vii) Testimonial videos of SWM champions. Script, Voice dubbing, subtitling, non-copyright template/ background score, subtitle and it shall be suitable for all social media handles. (viii) Vertical and horizontal view. (ix) Final out shall be suitable for social media. The video shall be subtitled in English. Organic sharing of social media posts is the responsibility of the consultant.	75

SL No	Deliverables	Task and its specification	Tentative No. of direct deliverables per year
4	Live podcast, talkshow, educational lecturing	(i) The consultant is expected to cover large-scale YouTube Live Podcasts, talk Shows, Educational Lectures, and Interviews with SWM Experts through all social media handles of KSWMP and related government office pages. (ii) Live lecturing/speech/ talk shows may be conducted to familiarize SWM technology, part of a day observation, and impart legal knowledge. (iii) The consultant responsible for arranging all logistics including camera, mike internet, and other related equipment. SPMU will support to identification of personnel for the show. (iv) The consultant also expected to cover large-scale events as part of KSWMP and Malinya Muktham Navakeralam campaign.	12
D	**Task IV**		
1	Post campaign evaluation –	(i) The consultant is expected to conduct a post-campaign evaluation among the target audience. Based on the approval consultant may conduct a rapid evaluation study. (ii) Provide a detailed research design with objectives, methodology, tool, sample size, data collection. The sample shall cover all sections of the society/ stakeholders.	1

SL No	Deliverables	Task and its specification	Tentative No. of direct deliverables per year
		(iii) Analysis, and interpretation of findings and suggestions.	

PART II

Section 8. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

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CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

[Loan/Credit/Grant] **No.**_____

Contract No. _____

Assignment Title: _____

between

_____

[Name of the Client]

and

_____

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

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

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "…(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").*]*

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received [*or* has applied for] a loan [*or* credit *or* grant] from the [*insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]:* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/financing/grant] agreement or have any claim to the [loan/credit/grant] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");
   (b) The Special Conditions of Contract;
   (c) Appendices:

   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Breakdown of Contract Price
   Appendix D: Form of Advance Payments Guarantee

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

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

   (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
   (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

_____

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

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

_____

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

_____

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. General Provisions

1. Definitions

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

(a) **"Applicable Law"** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.

(b) **"Bank"** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(c) **"Borrower"** means the Government, Government agency or other entity that signs the financing agreement with the Bank.

(d) **"Client"** means the implementing agency that signs the Contract for the Services with the Selected Consultant.

(e) **"Client's Personnel"** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client's obligations under the Contract; and any other personnel identified as Client's Personnel, by a notice from the Client to the Consultant.

(f) **"Consultant"** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(g) **"Contract"** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(h) **"Day"** means a working day unless indicated otherwise.

(i) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(j) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(k) **"Foreign Currency"** means any currency other than the currency of the Client's country.

(l) **"GCC"** means these General Conditions of Contract.

(m) **"Government"** means the government of the Client's country.

(n) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(o) **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(p) **"Local Currency"** means the currency of the Client's country.

(q) **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

(r) **"Party"** means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(s) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(t) **"Services"** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(u) **"Sub-consultants"** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(v) **"Third Party"** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

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

7. Location

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

8. Authority of Member in Charge

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

9. Authorized Representatives

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

10. Fraud and Corruption

10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.

a. Commissions and Fees

10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

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

14. Expiration of Contract

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

15. Entire Agreement

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

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party

shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give

written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

18. Suspension

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

19. Termination

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

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

(a) payment for Services satisfactorily performed prior to the effective date of termination; and

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interest

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

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired

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

23. Liability of the Consultant

23.1. Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.

24. Insurance to be taken out by the Consultant

24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

26. Reporting Obligations

26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

28. Equipment, Vehicles and Materials

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

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

29. Code of Conduct

Not used

30. Forced Labor

30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted

from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

31. Child Labor

31.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Consultant with the Client's consent. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

32. Non-Discrimination and Equal Opportunity

32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

33. Training of Experts

33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

34. Description of Key Experts

34.1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B.**

35. Replacement of Key Experts

35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

35.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical

incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

36. Removal of Experts or Sub-consultants

36.1. If the Client finds that any of the Experts or Sub-consultant:

(a) persists in any misconduct or lack of care;

(b) carries out duties incompetently or negligently;

(c) fails to comply with any provision of the Contract;

(d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services;

the Consultant shall, at the Client's written request, provide a replacement.

36.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

36.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

36.4. Subject to the requirements in Clause GCC 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.

36.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

37. Assistance and Exemptions

37.1. Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

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

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

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

(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

(f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

38. Access to Project Site

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

39. Change in the Applicable Law Related to Taxes and Duties

39.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1.

40. Services, Facilities and Property of the Client

40.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A)** at the times and in the manner specified in said **Appendix A.**

41. Counterpart Personnel

41.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

41.2. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

42. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

43. Contract Price

43.1. The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C**.

43.2. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and

have amended in writing the Terms of Reference in **Appendix A**.

44. Taxes and Duties

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

44.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

45. Currency of Payment

45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.

46. Mode of Billing and Payment

46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.

46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

46.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

46.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.3 *The Final Payment*. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and

finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.**

G. Fairness and Good Faith

48. Good Faith

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

H. Settlement of Disputes

49. Amicable Settlement

49.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.

49.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

50. Dispute Resolution

50.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may

be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. General Conditions
Attachment 1
Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

v. "obstructive practice" is:

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

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

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

3 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	**The Contract shall be construed in accordance with the law of** India
4.1	**The language is:** English.
6.1 and 6.2	**The addresses are** *[fill in at negotiations with the selected firm]***:** Client : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted):_____ Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) :_____
8.1	*[Note: If the Consultant consists only of one entity, state "N/A";* *OR* *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.]* **The Lead Member on behalf of the JV is** _____ _____ *[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Client:** *[name, title]*_____ **For the Consultant:** *[name, title]*_____
11.1	**The effectiveness conditions are the following**: Signing of Contract by both the parties, after due approvals.

	[modify, if required e,g. to include effectiveness of the Bank [loan/credit/grant]; receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC 50.1(a)); etc.]
12.1	**Termination of Contract for Failure to Become Effective:** **The time period shall be 30 days.** *[modify, if necessary]*.
13.1	**Commencement of Services:** **The number of days shall be 10 days.** *[modify, if necessary]* Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	**Expiration of Contract: 30 June 2027**
21 b.	**The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3.** Yes

23.1	**No additional provisions.**
24.1	**The insurance coverage against the risks shall be as follows:** **(a) Professional liability insurance, with a minimum coverage of** _____ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]* (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per the latest Amended Motor Vehicles Act, India; (c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in India"]*; (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	*None*
27.2	**The Consultant shall not use any *documents and software or project related information* for purposes unrelated to this Contract without the prior written approval of the Client**.
37.1 (a) through (f)	*[List here any changes or additions to Clause GCC 37.1. If there are no such changes or additions, delete this Clause SCC 37.1.]*
37.1(g)	Client also to provide all necessary documents related to sub projects and scheme cycle activities including DPR, Reports, Minutes, SIA of FR (DS remediation), GRM status report. *[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 37.1(g).]*
43.1	**The Contract price is: Rs. ……Lakh** *[insert amount] [indicate:* **inclusive** *or* **exclusive***]* **of local indirect taxes.**

	Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant. The Client shall only reimburse Goods & Services Tax (GST) payable on the contract value by the consultants, as per Applicable Law in India subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc. The consultant shall register itself for GST with appropriate authority in India & shall provide the Registration Number to the Client. **The amount of such taxes is _____** *[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]*
44.1 and 44.2	**The consultants, sub-consultants and the Personnel shall pay** the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed. **The Client shall only reimburse the Goods and Services Tax (GST)** payable on the contract value by the consultants, as per Applicable Law in India, subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc.
46.2	Invoice shall be raised once for every two previous months after acceptance of the Monthly Progress Reports for the two months. Payments will be made against deliverables for the previous two months after review and acceptance by the Client.
46.2.1	***Not Applicable***
46.2.4	**The account is:** *[insert account]* for Rs.
47.1	**The interest rate is**: *For local currency: 3% for INR part*

50.1	**Disputes shall be settled by arbitration in accordance with the following provisions:** 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate professional body, e.g., Indian Council of Arbitration/ President of the Institution of Engineers (India)/ The International Centre for Alternative Disputes Resolution (India)*]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate appointing authority, e.g., Indian Council of Arbitration/ President of the Institution of Engineers (India)/ The International Centre for Alternative Disputes Resolution (India)*]*. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole

	arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. Rules of Procedure. Arbitration proceedings shall be conducted in accordance with the procedure of the Arbitration & Conciliation Act 1996, of India. 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute.
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in the city where the contract is signed; (b) the English language shall be the official language for all purposes; (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. (d) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India)*. (e) The Arbitrator should give final award within…… days of starting of the proceedings *[indicate the days (Between 120-180) by which arbitrator should give award]*. (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.

	* Choose *one alternative. Insert Chairman of the Executive Committee of the Indian Roads Congress (for highway project) or any other appropriate institution (for other types of consultancies).* ***Alternatively*** *[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration (and mediation) dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation (IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Construction Industry Arbitration Council (CIAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]* "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at_____, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 10 Million unless the parties have agreed otherwise for a sole arbitrator]*.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

……

APPENDIX B - KEY EXPERTS

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

……

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.2.3 of this Contract.*"]*

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

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

(Expressed in Rs.)

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

1 Expressed as percentage of 1
2 Expressed as percentage of 4

Signature _____ Date _____

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1 and SCC 46.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____*[insert date]*____

ADVANCE PAYMENT GUARANTEE No.: _____*[insert number]*_____

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

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices

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

marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _*[month]*_____, *[year]*__,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

_____

[signature(s)]

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

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