SELECTION OF CONSULTANTS

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

RFP No.: *IN-SUCM -344056-CS-QCBS*

Consulting Services for:
Selection of Communications Consultants for KSWMP

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

Country: *INDIA*

Issued on: February 25, 2022

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Letter of Invitation
Consulting Services

Name of Assignment: Selection of Communications Consultants for KSWMP
RFP Reference No.: IN-SUCM -344056-CS-QCBS
Loan No./Credit No./ Grant No.: IBRD-P4960
Location and Date: Thiruvananthapuram, Kerala, India
Date 25 February 2023

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 Communications Consultants for KSWMP"*. 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"), which can be found at the following website: www.worldbank.org

4. The RFP includes the following documents:

   Section 1 – Request for Proposals Letter

   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 - Standard Forms of Contract (*[select:* Time-Based *or* Lump-Sum*]*)

5. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

Dr. Adeela Abdulla IAS
Project Director
Address: 4th Floor, Trans Towers, Vazhuthacaud,
Thiruvananthapuram -695014, Kerala, India
Telephone: +91 471-2333011
E-Mail: tenderkswmp@gmail.com;
Website: www.kswmp.org;

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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 day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.

[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]*

	(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 provides 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.

	3.3. 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. 15.2. 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. 15.3. 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. Contract Award Notice 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***
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 Communications Consultants for KSWMP*
2.3	**A pre-proposal conference will be held**: Yes Date & Mode of pre-proposal conference: March 06, 2023; Online Time: 03.00 PM 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: *Thejus Thomas, IEC Expert*

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 all prior reports and deliverables of earlier communication consultant.**
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 AND **The Financial Proposal comprising:** (1) FIN-1 (2) FIN-2 (3) FIN-3

	(4) FIN-4 (5) FIN-5 (5) 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. 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.

	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]*."
13.1	**Clarifications may be requested online no later than *21* days prior to the submission deadline.**
13.1.1	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.
13.2 (d)	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 120 Lakhs Per Year**

14.1.3 for time-based contracts only	*"Not applicable".*
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	*(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;* *(2) cost of travel by the most appropriate means of transport and the most direct practicable route;* *(3) cost of office accommodation, including overheads and back-stop support;* *(4) communications costs;* *(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;* *(6) cost of reports production (including printing) and delivering to the Client;*
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. 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. 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**."
17.1	**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 … *[insert as required for the e-procurement system, usually Class II/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 *[modify the link or refer to the source where such list can be found, if required]* (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. *[modify, if required]* *[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 downloaded 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.]
17.4	**The Proposals must be uploaded on the e-procurement portal specified in ITC 1(m) no later than:** **Date:** 03 April 2023 **Time:** 16:00 Hrs.
17.5	*None*
19	Replace ITC 19 with the following: "19.1The 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. 19.2At 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**."
19.1	**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:** 03 April 2023* ***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) 4th Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram -695014, Kerala, India Telephone: 0471-2333011 E-Mail: tenderkswmp@gmail.com

<table>
<tr><td></td><td>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</td></tr>
<tr><td>19.2</td><td>In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A</td></tr>
<tr><td>21.1
[for FTP]</td><td>Consultants' technical proposal shall be evaluated in two parts.

Part A (as mentioned below) shall be the mandatory criteria that the Agency must meet. <u>Technical Proposals of Agency who do not meet the criteria in Part A, shall not be further evaluated,</u> and the proposal shall be rejected. Technical Proposal of Agency, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.

Part A: Mandatory Criteria:
<table>
<tr><th>S. No:</th><th>Criteria</th><th>Documents Required</th></tr>
<tr><td>1.</td><td>Agency should have been in business of marketing and creative advisory services for the past five (05) years (i.e., 2017 to 2022);</td><td>a) Copy of Certificate of Incorporation or Partnership Deed, as applicable; and

b) Any national/state level accreditation like INS, AAAI, Central Bureau of Communication (GOI), Information and Public Relations Department of Kerala etc</td></tr>
<tr><td>2.</td><td>Agency should have had an average annual consulting income from the business of marketing and creative advisory services of more than INR 15 million in any three of the previous five financial years (i.e. FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22)</td><td>Audited Financial Statement along with the Balance Sheet and Profit & Loss Statement duly certified by the statutory auditors/ Chartered Accountant the year wise annual income during any three of the previous five financial years 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.

Or Copies of CA Certificate</td></tr>
<tr><td>3</td><td>Agency should have had successfully completed ATLEAST TWO creative advisory services involving IEC campaigns for GOI / State Governments or their agencies during the last Five years with a minimum consulting fee of INR 2.5 million</td><td>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</td></tr>
</table></td></tr>
</table>

		of work and contract value undertaken by the applicant.
4	Agency should have specific experience of handling social media and website management during the last five years.	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

Part B: Evaluation Criteria:

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

No	Criteria	Documents required	Marks
1.	**Specific experience of the Consultant (as a firm) relevant to the Assignment: [30]**		
1.1	For specific experience of Creative Advisory services for GOI /State Governments or their agencies (Maximum 5 assignments)	Completion Certificate or Work Order along with final payment confirmation by the Authority.	2 mark each
1.2	For specific experience of Campaigns for Government of Kerala or its agencies (Maximum 4 assignments)	Completion Certificate or Work Order along with final payment confirmation by the Authority.	2.5 marks each
1.3	For specific experience of social media and website management (Maximum 2 assignments)	Completion Certificate or Work Order along with final payment confirmation by the Authority.	2.5 marks each
1.4	For specific experience of handling development/ behavior change projects.(Maximum 2 assignments)	Completion Certificate or Work Order along with final payment confirmation by the Authority.	2.5 marks each
2.	**Adequacy and quality of the proposed approach, methodology and work plan in responding to the Terms of Reference (TORs): [20]**		

2.1	Proposed Methodology, Strategy, ideas & innovations. The agency has to explain how they intend to carry forward the mandate of reaching out to the public at large through ideas to develop and implement the mass media campaign that is aimed at generating awareness about the critical issues and implementation plans around the SWM program, also the work plan to execute the tasks within the timelines envisaged in ToR.	Proposed Approach & Methodology	10
2.2		Work Plan	10
3	**Strategy and In-house capabilities: [30]**		
3.1	Branding and Mass Media Campaign for promoting KSWMP		5
3.2	PR Strategy and Campaign for KSWMP		5
3.3	Social media strategy and digital engagement plan		5
3.4	Two Creatives prepared for OOH media/ ATL/ Mass Media campaign	(for any previous assignments undertaken by the Agency or exclusively developed for KSWMP)	5
3.5	Two leaflets /brochures/ pamphlets	(for any previous assignments undertaken by the Agency or exclusively developed for KSWMP)	5

3.6	Two TV Ads/ Project Videos/ Infographic Videos	(for any previous assignments undertaken by the Agency or exclusively developed for KSWMP) -	5
4	**Key Experts' qualifications and competence for the Assignment [20]**		
	Position		***Marks***
4.1	*Position K-1 Team Leader – Strategic Communication Specialist*	CV	*5*
4.2	*Position K-10 Social Media Manager*	CV	*4*
4.3	*Position K-2 Creative Team Head – Art*	CV	*2*
4.4	*Position K-3 Creative Team Head – Copy Content*	CV	*2*
4.5	*Position K-5 Media Planner*	CV	*2*
4.6	*Position K-6 Writer& Content Editor- English*	CV	*2*
4.7	*Position K-7 Writer& Content Editor- Malayalam*	CV	*1*
4.8	*Position K-8 Public Relations*	CV	*1*
4.9	*Position K-11 Digital Marketer*	CV	*1*

	Total points for the chosen criteria*:* **100**
22.2	Replace second sentence of ITC 22.2 with the following: "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 23.2(b) first sentence, after the words 'in writing', add the following: 'online through e-procurement portal' In ITC 23.2(b)(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: "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."
23.5	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. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. 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.
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**: 24 April, 2023 **Address:** 4th 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/month for the commencement of the Services:** **Month**: May, 2023
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**: *[insert full name of person receiving complaints]* **Title/position**: *[insert title/position]* **Client**: *[insert name of Client]*

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

a) CRITERIA-I
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 (refer ITC 21.1 of this RFP) with assignments successfully completed by the Consultant in India / any other countries of Asian region in the last 5 years (i.e.2017 to 2022). 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 (I)

Scoring	Number of projects* meeting the requirement	Point Allocation Max. Score allocated for the Criteria(i)	
1	Similar assignment experience for GOI /State Governments		10
a)	Maximum 2 projects	2 marks each	
b)	Maximum 5 projects	*2 marks each*	
2	Similar assignment experience of Campaigns for Government of Kerala or its agencies		10
a)	Maximum of 4 Projects	*2.5 mark each*	
3	Specific experience of social media and website management		5
a)	Maximum of 2 projects	*2.5 marks each*	
4	For specific experience of handling development/ behavior change		5
a)	Maximum of 2 projects	*2.5 marks each*	

** In case of more than six assignments, first **six** projects in the serial order would be evaluated.*

b) CRITERIA-II ADEQUACY AND QUALITY OF THE PROPOSED METHODOLOGY, AND WORKPLAN IN RESPONDING TO THE TERMS OF REFERENCE (TORs): ***50 Points***

1. Technical Approach & Methodology: 10
2. Work Plan: 10
3. Strategy and In-house capabilities: 30

[Notes to Consultant: the client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]

APPLICATIONOFEVALUATION CRITERIA(II)

1. Sub Criteria: TECHNICAL APPROACH AND METHODOLOGY (10 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	
a)	Technical Approach & Methodology		10
	Excellent Technical Approach	*10*	
	Very Good	*08*	
	Good	*06*	
	Average	*04*	
	Below Average	*00*	

2. Sub Criteria: WORK PLAN (10 points)

[Note to Consultant**:**

Points shall be awarded based on evaluation of how the work plan responds to the TORs, whether all important activities are indicated in the activity schedule, and their timing is appropriate and consistent with the assignment outputs.

Scoring	Sub Criteria	Point Allocation Max. Score allocated for the Criteria	
a)	Work Plan		10
	Excellent Work Plan	*10*	
	Very Good	*08*	
	Good	*06*	
	Average	*04*	
	Below Average	*00*	

3. Sub Criteria: Strategy and In-house capabilities (30 points)

[Note to Consultant**:**
Points shall be awarded based on evaluation of how the strategy, creative approach, and in-house capabilities respond to the TOR. The consultant shall include sample creatives exclusively developed for KSWMP or from similar previous assignments

Scoring	Sub Criteria	Point Allocation Max. Score allocated for the Criteria	
3.1	Branding and Mass Media Campaign for promoting KSWMP	*Excellent*	*5*
		Very Good	*4*
		Good	*3*
		Average	*2*
		Below Average	*00*
3.2	PR Strategy and Campaign for KSWMP	*Excellent*	*5*
		Very Good	*4*
		Good	*3*
		Average	*2*
		Below Average	*00*
3.3	Social media strategy and digital engagement plan	*Excellent*	*5*
		Very Good	*4*
		Good	*3*
		Average	*2*
		Below Average	*00*
3.4	Two Creatives prepared for OOH media/ ATL/ Mass Media campaign (for any previous assignments undertaken by the Agency or exclusively developed for KSWMP)	*Excellent*	*5*
		Very Good	*4*
		Good	*3*
		Average	*2*
		Below Average	*00*
3.5	Two leaflets /brochures/ pamphlets (for any previous assignments undertaken by the Agency or exclusively developed for KSWMP)	*Excellent*	*5*
		Very Good	*4*
		Good	*3*
		Average	*2*
		Below Average	*00*
3.6	Two TV Ads/ Project Videos/ Infographic Videos (for any previous assignments undertaken by the Agency or exclusively developed for KSWMP)	*Excellent*	*5*
		Very Good	*4*
		Good	*3*
		Average	*2*
		Below Average	*00*

c) CRITERIA-III
KEY EXPERTS' QUALIFICATIONS AND COMPETENCE FOR THE ASSIGNMENT: 20 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 (III)

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	Very good submission-greatly exceeds requirements	30 %
II	Good submission- exceeds requirements	27 %
III	Acceptable submission – meets all requirements	24 %
IV	Marginally acceptable submission-meets most requirements	21 %
V	Poor submission-meets few requirements	0
VI	No submission	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	Very good submission-greatly exceeds requirements	70 %
II	Good submission- exceeds requirements	63 %
III	Acceptable submission –meets all requirements	56 %
IV	Marginally acceptable submission-meets most requirements	49 %
V	Poor submission-meets few requirements	0
VI	No submission	0

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[1] successfully completed in the last *05* years (2017-2022). *Refer Annexure 1 to Section 2 of this RFP*
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 and staffing 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 and Methodology
b) Work Plan
c) Organization and Staffing}

a) ***Technical Approach and 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.}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

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

STRATEGIES & IN HOUSE CAPABILITIES

Form Tech 4B: A sample multimedia file as part of the proposal in a Media file (Pen drive or USB flash drive) is to be provided. This shall be submitted along with the online submission of proposals before the deadline.

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

Sl No	Item	Mode of Submission
1	Branding and Mass Media Campaign for promoting KSWMP	Upload in the e-tender portal / As media file on Pen drive or USB flash drive
2	PR Strategy and Campaign for KSWMP	Upload in the e-tender portal / As media file on Pen drive or USB flash drive
3	Social media strategy and digital engagement plan	Upload in the e-tender portal / As media file on Pen drive or USB flash drive
4	Two Creatives prepared for OOH media/ ATL/ Mass Media campaign (for any previous assignments undertaken by the Agency or exclusively developed for KSWMP)	Upload in the e-tender portal / As media file on Pen drive or USB flash drive

5	Two leaflets /brochures/ pamphlets (for any previous assignments undertaken by the Agency or exclusively developed for KSWMP)	Upload in the e-tender portal / As media file on Pen drive or USB flash drive
6	Two TV Ads/ Project Videos/ Infographic Videos (for any previous assignments undertaken by the Agency or exclusively developed for KSWMP) -	Upload in the e-tender portal / As media file on Pen drive or USB flash drive

Note to the Consultant: There are two modes of submission stated in FORM TECH – 4B with respect to the six specific submissions listed in the above Table. The Bidder may ideally follow both options as explained below:

i. Along with all other TECH FORMS, the six submissions in the FORM TECH – 4B may also be uploaded in the e-tender Portal of Government of Kerala
ii. These six Submissions of FORM TECH – 4B may also 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 six submissions listed herein are submitted without any technical glitches. Due to the large size of Videos there could be challenges in uploading the same in the e-tender portal.

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						
NON-KEY EXPERTS														
N-1			[*Home*]											
			[*Field*]											
N-2														
n														
								Subtotal						
								Total						

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

2 Months are counted from the start of the assignment/mobilization. One (1) month equals 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.



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 Cost/Fee, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method

FIN-4 Reimbursable expenses

FIN-5 Bill Of Quantity

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with 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) **Cost**	As per total in FORM FIN – 5
(2) **Reimbursable**	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 COST

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 four years with the option of mid-term review at the end of the second year and Client reserving the right for discontinuing the services of the Consultant at the end of second year 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.

No	Deliverables and structure of financial proposal	No. of direct delivery items per year / Indicative Value per Year of outsourced services	Unit Rate per direct delivery item / Percentage of management fee	Total Value
		A	B	C = A*B
A	**Inception Report**		Not to be quoted	
B	**Tasks 1 and Tasks II**			
1	Brochure - Content & Design	6		
2	Project/Scheme Posters- Content & Design	100		
3	Branding – Development of Tagline and Mascot	1		
4	Development of Radio Spot Script – Up to 60 Sec	30		
5	Production of ULB Explainer Video – Up to 5 minutes duration with shoot, VO and Computer Graphics	2		

6	Production of Videos – Up to 5 minutes duration with 2/3 days shoot at multiple locations with cast	6		
7	Production of Television Ads - upto 40 seconds	4		
8	Development of Designs for – Creatives, Carry bag, Tshirts, Caps, etc	10		
9	Management fee for the indicative value of annual ongoing outsourced Support (to indicate Management Fee in percentage)	50,00,000		
10	Management fee for the indicative value of Outdoor Activities, Wall Paintings, Bus / Train Displays by third parties; (To indicate Management Fee in Percentage)	50,00,000		
11	Management fee for the indicative value of Print Ads - Concept, Design and Layout delivered by third parties; (To indicate Management Fee in Percentage)	25,00,000		
C	**Task III - Digital Media Engagement - development of social media strategy**	1		
12	Development of Social Media / Digital Posters	365		
13	Production of Short Videos / Thumbstopper - upto 60 seconds	52		

14	Management fee for the indicative value of outsources services in Digital Media management (to indicate Management Fee in Percentage)	25,00,000		
D	**Task - IV - evaluating campaign effectiveness**			
14	Design of research design for post campaign evaluation	1		
15	Evaluation of effectiveness of the communications Campaign	2		
	Total value of engagement per year			**XXXXX**

[Note to Consultant]
Please refer Section 6 (Deliverables) on the ToR before filling.

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

Terms of Reference for Communications Consultant

1. About the Project

The state of Kerala generates about 2.2 million tonnes of solid waste annually in its urban areas. The rise in population and urbanisation have led to an increase in solid waste that may impact the environment, health, sanitation, and social well-being of the people. Solid waste management is one of the critical environmental services to be offered in urban centres. The state has a well-established decentralised waste management practice. But an integrated solid waste management approach is required to be established in order to strengthen the existing solid waste management system with the aim of ensuring that the towns and cities of Kerala are clean and livable. In this attempt, the Government of Kerala is being supported by the World Bank and the Asian Infrastructure Investment Bank (AIIB) in this project, which will help the state adopt global best practices in managing its solid waste.

The objective of the Kerala Solid Waste Management Project (KSWMP) 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:

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, including the provision for performance-based contracts with Kudumbashree and Haritha Karma Sena (HKS) women groups as SWM service providers, (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 MRFs, (d) development of BDW management facilities, (f) closure/remediation of existing dumpsites and development of disposal cells as interim disposal facilities, (g) public space cleaning, sanitization, waste removal activities as well as cleaning and sanitization of government offices, hospitals, community level waste recycling and processing facilities (in the context of COVID-19), (h) protective gear, equipment, masks, chemicals, disinfectants etc. for sanitation and waste management workers, (i) operations and maintenance payments for performance-based contracts and tipping fees for regional disposal, and (j) 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. They will be implemented and managed by SM in compliance with the National SWM Rules 2016 and the guidelines issued by CPCB. In addition, this component will finance the biomedical waste management facilities to expand the state's capacity to deal with increased volumes of biomedical waste in the context of COVID-19 pandemic.

2. Rationale of the assignment

The communications activities will be taken up in the form of a concerted and well-coordinated campaign which is expected to result in a high degree of public confidence, goodwill and engagement with the Project. In addition, the Project would like to collate learnings and useful insights on a continuous basis, for dissemination to numerous stakeholders through knowledge products, newsletters, audio-visual and digital media. It is also important that Project progress is highlighted through mass media throughout the State across the ULBs.

By engaging a Professional Consultant, KSWMP has developed a communications strategy based on the key issues and challenges that are identified from a Rapid Stakeholder Perceptions and Communications Needs Assessment. The Communication strategy provides the rationale, approach, principles, and guidance for the activities, roles and responsibilities, capacities and maps the mediums to change perceptions and sustainable practices for social and behaviour change. The SPMU is now seeking a professional communications consultant to help implement the prepared communications strategy across the state of Kerala.

There is enough experience that shows that information dissemination alone does not create the enduring frameworks that allow for real changes in people's behaviours, perceptions, or attitudes1. The transfer of knowledge alone cannot produce the behaviour change necessary for the success of projects. This project in particular requires a major shift in public perception and depends on social acceptance for SWM treatment and disposal systems. To achieve this end, the project will implement a proactive communications strategy for achieving collective action around the sustainable management of waste.

3. Objective of the assignment

The objective of the assignment is to (i) develop and implement the mass media campaign that is aimed at generating awareness about the critical issues and implementation plans around the SWM program in the state, and at securing the changes in behaviour needed to facilitate the sustainability of these interventions; and (ii) to maintain broad-based stakeholder support for the Project by ensuring strategic flow of information to stakeholders.

To this end, the KSWMP intends to hire a professional firm for the development, production and implementation of the communication strategy, including a mass-media campaign, to be implemented at State, District and ULB levels at different stages of the project. The assignment intends to accomplish an overarching public awareness, education program and behaviour change communication program in line with the messaging framework that is envisaged in the communications strategy and also with the Government's policy and vision on waste management..

4. Eligibility and Requirement (Qualification/experience) of Consulting Firms

The consultant must be a registered company or LLP or JV and satisfy the following requirements to be eligible:

i. Consultant should have been in business of creative communications services for the past Five (05) years (i.e., 2017 to 2022);

ii. Consultant should have had an average annual consulting income business of creative communications services of more than INR 15 million in any three of the previous five financial years

iii. Consultant should have had successfully completed at least Two creative advisory services involving IEC campaigns for GOI/ State Governments during the last Five years with a minimum consulting fee of INR 2.5 million

iv. Creative advisory services involving IEC campaigns in Kerala during the last five years with a minimum consulting fee of INR 2.5 million for each assignment.

v. The in-house capabilities of the agencies should include the following attributes, but not limited to the same:

- Ability to grasp ideas quickly, thinks creatively, take initiative and be innovative
- Excellent knowledge of the relevant design and desktop publishing skills and software such as Page Maker, Photoshop, Corel Draw, Illustrator, InDesign
- Creative and conceptualization skills in traditional and social media, including audio-visuals,

Note: The attributes/ capacity of the Consultant will be assessed based on the Technical Proposal. The bidders shall submit a portfolio of creatives demonstrating previous works.

5. Scope and tasks

The firm is expected to carry out the development and production of creatives for the mass media campaign in line with the project's approved communications strategy. The detailed scope of work are as mentioned below;

i. Task I

Develop and produce the creative mass media campaign: These materials are expected to span a range of communication channels so that they have a resonance across various stakeholder groups at the national and state level. The premium for 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 firm will have the mandate to 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 disadvantaged groups.

- It is expected that the creative materials will span a range of communication channels, including but not limited to:
    - Broadcast media: television, radio, print, internet, etc.
    - Information sources: films, pamphlets, leaflets, brochures, etc.
    - Social media: Facebook, Instagram, YouTube, Twitter, etc.
    - Outdoors: posters, banners, hoarding, wall paintings, bus display panels, etc.
    - Direct Outreach: Below the line activities

The firm is expected to develop a action plan/calendar for the production and roll-out of the creative collaterals

- **Branding Materials:**
    - Logo: The consultant is expected to follow the brand guidelines and templates developed for the project.
    - Mascot and Tagline: The consultant shall prepare a mascot and tagline for the project in line with the messaging framework, as well as the guidelines and templates for their use.
    - Brand Identity: The consultant is expected to develop a creative repository that duly includes materials for developing brand identity(colour schemes etc) of the project.
- Broadcast Collaterals: The items listed on deliverables on Section 6 are the minimum range of deliverable collaterals for the broadcast media under the proposed contract. Unit costs proposed for the following items will be used for arriving at any additional contract variations for additional products. The firm is expected to produce creative collaterals as and when required.

  ****The costing proposals are subject to the approval of the cost & evaluation committee formed for the project by the Government of Kerala.****

- **Media Planning and Buying:** The Firm will be expected to develop a six-monthly Media Plan for approval. This shall include:

  i. Multi-media release plan including local TVC, local cable services & Print

  ii. A detailed outdoor plan including hoardings, bus panels, and wall paintings etc.

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

The actual purchase of media space across various print and broadcast mediums will be conducted by the state government agencies or in line with the prevailing market rates approved by the state government.

ii. Task II

Ongoing Communications & PR Support:

The Firm will be expected to provide ongoing communications and public relations support to the State Project Management Unit (SPMU) for the contract period. The support will include but not be limited to the following.

Project Cycle Communications:

i. Work in close coordination with the Communication Expert, Public Information cell, Support Organizations and other key Specialists to incorporate requirements of technical, environmental, and social components.

ii. Understand the expectations and challenges of the field teams, design and produce communication material to support community interface effectively.

iii. Deliver dissemination material as per the stage of the project to follow the timelines of the communication plan.

iv. Help the SPMU develop ongoing dissemination material on topics like Illegal dumping, reduce waste, recycling at home, expectations from waste generators under the scheme, new SWM systems, etc.

v. The production of any other print, audio-visual material will support the Project teams at the state, district and ULB level to interface with the community.

vi. Production of success stories, conversion of success stories to case studies in formats that can be disseminated through different mediums and channels.

vii. Document and report regularly all production work accomplished.

viii. Documentation of project activities: monthly photo and video documentation

ix. Any other tasks as may be assigned by the SPMU.

Public Relations:

x. Manage the public relation activities of the project

xi. Development of press releases and project notes as per requirement

xii. Media monitoring for local, regional, national and international newspapers, television and social media

xiii. User friendly daily media monitoring report and media agenda of the day sent to an agreed list of user

xiv. Special monitoring on key words provided by the project

xv. Monthly reports of activities

xvi. Development of media plan on a monthly basis

iii. Task III

Digital Media Engagement

i. Develop a Digital Engagement Strategy in line with the project communications strategy- Digital Media Engagement Strategy for the next 12 months

ii. Maintain the digital media channels of the project, including the Project website(www.kswmp.org), and Project social media channels. This will include the development of daily creative content (posters, stories, photos, advocacy images, contests, campaigns, audio, video, infographics, etc) and engagement content (timely

responses to the comments, messages and other queries) to meet agreed metrics that will be developed as part of the Digital Engagement Strategy.

iii. Continuously update and implement the agreed Digital Media Engagement Strategy

iv. Maintain a web and social media calendar and content plans of content themes and all upcoming coverage schedules according to the calendar.

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

vi. The firm is expected to do the digital marketing in line with social media strategy. This shall include

1. Search Engine Optimization,
2. Paid Ad-campaigns,
3. Social Media Marketing,
4. Email Marketing

vii. Generate and analyse reports on web traffic and social media on a monthly basis and calibrate the Digital Engagement Strategy accordingly.

viii. **Social Media Creative Collaterals***:* The items listed on deliverables on Section 6 are the minimum range of deliverable collaterals for the social/ digital media engagement under the proposed contract. Unit costs proposed for the following items will be used for arriving at any additional contract variations for additional products. The firm is expected to produce creative collaterals as and when required.

- **Other Collaterals, including those for the Social Media Platforms:**

Design for Collaterals	● Design quality content including graphics, videos, powerpoint presentations, animations for use on the social media platforms

iv. Task IV

Evaluating Campaign Effectiveness: The Firm is expected to to design the criteria and medium of an evaluation strategy during the first three months of the contract and have it agreed with the project. The Firm shall refine and renew the campaign implementation elements in line with the market performance and stakeholder feedback at the end of Year One.

6. Deliverables

The table below shows an indicative list of deliverables required from the selected agencies. These are coming in 2 categories

- Creative collaterals to be directly delivered by the selected consultant: The numbers shown on the table are Indicative for the purpose of discovering the unit rate to be quoted by the bidders, the actual number would depend on the needs emerging from the communication strategy and outcome of campaign effectiveness
- Creative services which are Facilitated by the selected consultant and to be procured from 3rd party agencies: The entire creative input, identification of 3rd parties and monitoring of 3rd party services will have to be managed by the selected consultant against payment of a management fee, which will be a percentage of the remuneration payable to the 3rd party

The requirement of creative collaterals in the table above are only indicative. Based on requirements of IEC campaign the client may seek **additional or new deliverables** from the consultant. The government constituted **cost & evaluation committee formed for the project by the Government of Kerala**

No	Deliverables	No. of direct delivery items per year / Indicative Value per Year of outsourced services
		A
A	**Inception Report**	1
B	**Tasks 1 and Tasks II**	
1	Brochure - Content & Design	6
2	Project/Scheme Posters- Content & Design	100

No	Deliverables	No. of direct delivery items per year / Indicative Value per Year of outsourced services
3	Branding – Development of Tagline and Mascot	1
4	Development of Radio Spot Script – Up to 60 Sec	30
5	Production of ULB Explainer Video – Up to 5 minutes duration with shoot, VO and Computer Graphics	2
6	Production of Videos – Up to 5 minutes duration with 2/3 days shoot at multiple locations with cast	6
7	Production of Television Ads - upto 40 seconds	4
8	Development of Designs for – Creatives, Carry bag, Tshirts, Caps, etc	10
9	Management fee for the indicative value of annual ongoing outsourced Support (to indicate Management Fee in percentage)	50,00,000*
10	Management fee for the indicative value of Outdoor Activities, Wall Paintings, Bus / Train Displays by third parties; (To indicate Management Fee in Percentage)	50,00,000*
11	Management fee for the indicative value of Print Ads - Concept, Design and Layout delivered by third parties; (To indicate Management Fee in Percentage)	25,00,000*
C	**Task III - Digital Media Engagement - development of social media strategy**	1
12	Development of Social Media / Digital Posters	365
13	Production of Short Videos / Thumbstopper - upto 60 seconds	52
14	Management fee for the indicative value of outsources services in Digital Media management (to indicate Management Fee in Percentage)	25,00,000*

No	Deliverables	No. of direct delivery items per year / Indicative Value per Year of outsourced services
D	**Task - IV - evaluating campaign effectiveness**	
14	Design of research design for post campaign evaluation	1
15	Evaluation of effectiveness of the communications Campaign	2
	Total value of engagement per year	

* The value of outsourced services shown in the table above is only **for indicative purpose** of enabling the bidder to quote a percentage management fee for facilitating these services. **The actual outflow of remuneration to 3rd parties would depend upon the IEC needs of the client.**

** Space filled in **BLUE** are Unit rate items and space filled in **GREEN** are for Percentage quote

7. Key Professionals Required:

Position Code	Position	Qualification
K1	Team Leader – Strategic Communication Specialist *He/She will be engaged on full-time basis exclusively for the project*	Post-graduate degree/ diploma in journalism/ advertising/communication with 5 years' work experience as team leader in preparing and implementing strategic campaigns that hinge on behavioural and attitudinal change; familiarity with environment issues; strong and demonstrated media handling capacity.
K2	Creative Team Head – Art	5 years' proven track record of art direction with experience in developing, designing and producing creative contents for mass multi-media campaigns, social messaging, and experience in producing advertisements, layout and designing, graphics, etc. Degree in journalism/ advertising/communications
K3	Creative Team Head – Copy Content	5 years' experience in conceptualising and creating copy for major advertising campaigns; experience with behaviour change campaigns is an advantage; excellent communication skills in Malayalam and

		English. Degree in journalism/ advertising/communications.
K4	Creative Team (At least two professionals, one each for the Art Design and Copy Content side)	Expertise in developing, designing and producing creative contents for sensitive and multi-faceted mass campaigns with a minimum work experience of 5 years. Experience in translations in English and Malayalam (source and target language) Graduate in any field.
K5	Media Planner	At least 5 years' experience in 360 degree media planning using data and analytics; graduate in any field. Experience in media houses is mandatory
	Writer& Content Editor- English (On going basis- He/She will be engaged on full-time basis exclusively for the project)	Degree in English literature/Creative Writing/ Journalism with at least 5 years' experience in newspapers/magazines.
K6	Writer& Content Editor- Malayalam (On going basis- He/She will be engaged on full-time basis exclusively for the project)	Degree in Malayalam literature/ Journalism with at least 3 years' experience in newspapers/magazines.
K7	Public Relations	**Media Monitoring Services- -** Media monitoring for regional, national and international newspapers, television and social media- At least 3 years of experience in media monitoring,
K8	Support Professionals. *These professionals shall be engaged on full-time basis exclusively for the project.*	1. DTP/Data Entry Operator (Graduate in any field, proficiency in typing English and Malayalam. Proficiency in MS office/Google tools) 2. Documentation Assistant- Maintenance of project documents by storing, preparing catalogues/indexes and enabling easy retrieval of documents. This may involve maintaining paper files, electronic files, or even databases with due security and access (Graduate in any field, English and Malayalam. Experience in government projects is an advantage. Proficiency in MS Office/Google tools/Cloud Services) 3. Translator- Graduate in any field with diploma in journalism/communications, Excellent proficiency in English and Malayalam. Proficiency in MS office/Google tools)
K9	Social Media Manager	1. 5 years of experience as a Social Media Specialist or similar role

	He/She will be engaged on full-time basis exclusively for the project	2. Experience in using social media for brand awareness and impressions 3. Excellent knowledge of Facebook, Twitter, Instagram, and other social media best practices 4. Understanding of SEO and web traffic metrics 5. Good understanding of social media KPIs 6. Good understanding of social media trends/packs 7. Experience in website management
K10	Digital Marketer *He/She shall be engaged on full-tim basis exclusively for the project*	1. Degree/Diploma in digital marketing or a related f 2. Proven working experience in digital marketing 3. Demonstrable experience leading and mana SEO/SEM,social media , email campaigns, an display advertising campaigns

CVs of key experts will be evaluated. It may be noted that for outreach and communications, local persons who are familiar with the local language, surrounding and socio-cultural context would be preferred. Understanding or prior experience in SWM will be an added advantage for selection.

8. Timelines of the deliverables and Payment Milestone

Key Deliverable	**Timeline**	**Payment Milestone**
Inception Report duly including review & validation of the already approved communication strategy, the way forward and proposals. This shall duly include at least three creative options for the campaign's creative approach.	Within 2 weeks of signing contract	No Payment
Task 1 – Development & Production of Mass Media Campaign		Monthly Payment against deliverables for the month after review and acceptance by the client
Production of first phase of campaign collaterals	Within 6 weeks of signing contract	
Rollout of first phase of mass media campaign	Within 8 weeks of signing contract	
Task II- Ongoing Communications Support:	**Ongoing for contract period**	
Task III- Digital Media Engagement	**Ongoing for contract period**	

Development of social media strategy	Within 2 weeks of signing contract	
Continuously update and implement the agreed Digital Media Engagement Strategy.		
XXX-fold increase in followers in social media channe	Within 3 months of signing contract	
Website management	Ongoing for contract period	
Maintain digital presence of the project; Wikipedia, Google Business Profile, SEO etc.	Ongoing for contract period	
Task IV – Evaluating Campaign Effectiveness		
Development of research design for post campaign evaluation	Within 3 months of signing contract	Upon acceptance of research design for post campaign evaluation report by client(Quoted amount will be released)
Evaluate the effectiveness of the communications campaign.	At the End of first year	Upon completion of evaluation of campaign effectiveness by submission and acceptance of report by client

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 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 arrangements

The firm will be reporting to the Project Director and work in close coordination with the IEC Expert at the SPMU and the Public Information Cell of KSWMP. The firm provides periodical reports on the number of materials produced, coverage and outreach in terms of numbers. The firm will be evaluated on its timeliness, quality of content, and appeal of the packaging and production.

The firm is expected to have a local office at Trivandrum, Kerala where the state project management unit (SPMU) is located. The selected Consultant should provide a dedicated team to interact with KSWMP officials and work on the account from Trivandrum. The key professionals shall report to the SPMU as and when required; at least twice a week.

11. Time Duration

The time duration of the engagement will be for 4 years from the date of execution of the contract with a mid term performance review scheduled at the end of the 2nd year. In case the consultant fails to satisfy performance expectations of the client, services will be discontinued at the end of the second year.

12. Extension of Contract

The contract is extendable for any other period as may be subsequently agreed upon by both parties.

13. Note on Technical Submission

The sample multimedia files to be included as part of the bid shall be submitted to the State Project Management Unit, KSWMP, Thiruvananthapuram, in a Pen drive or USB flash drive. This shall be submitted along with the online submission of proposals before the deadline.

LUMP-SUM FORM OF CONTRACT

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**.

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: The time period shall be 4 Years**
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 the total ceiling amount** (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 amount 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 data, documents and software 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)	*[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. _____ *[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

<table>
<tr><td></td><td>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.</td></tr>
<tr><td>46.2</td><td>
<table>
<tr><th>Key Deliverable</th><th>Timeline</th><th>Payment Milestone</th></tr>
<tr><td>Inception Report duly including review & validation of the already approved communication strategy, the way forward and proposals. This shall duly include at least three creative options for the campaign's creative approach.</td><td>Within 2 weeks of signing contract</td><td>No Payment</td></tr>
<tr><td colspan="2">Task 1 – Development & Production of Mass Media Campaign</td><td rowspan="8">Monthly Payment against deliverables for the month after review and acceptance by the client</td></tr>
<tr><td>Production of first phase of campaign collaterals</td><td>Within 6 weeks of signing contract</td></tr>
<tr><td>Rollout of first phase of mass media campaign</td><td>Within 8 weeks of signing contract</td></tr>
<tr><td>Task II- Ongoing Communications Support:</td><td>Ongoing for contract period</td></tr>
<tr><td>Task III- Digital Media Engagement</td><td>Ongoing for contract period</td></tr>
<tr><td>Development of social media strategy</td><td>Within 2 weeks of signing contract</td></tr>
<tr><td>Continuously update and implement the agreed Digital Media Engagement Strategy.</td><td></td></tr>
<tr><td>XXX-fold increase in follower social media channels</td><td>Within 3 months of signing contract</td></tr>
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	Website management	Ongoing for contract period	
	Maintain digital presence of the project; Wikipedia, Google Business Profile, SEO etc.	Ongoing for contract period	
	Task IV – Evaluating Campaign Effectiveness		
	Development of research design for post campaign evaluation	Within 3 months of signing contract	Upon acceptance of research design for post campaign evaluation report by client (Quoted amount will be released)
	Evaluate the effectiveness of the communications campaign.	At the End of first year	Upon completion of evaluation of campaign effectiveness by submission and acceptance of report by client
46.2.1	The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment of Rs…. *[insert amount]* shall be made within *[insert number]* days after the receipt of an advance bank payment guarantee and the invoice by the Client. The advance payment will be set off by the Client in equal portions against *[list the payments against which the advance is offset]*. (2) The advance bank payment guarantee shall be in the amount of the advance payment.		

	(3) The bank guarantee will be released when the advance payment has been fully set off.
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 marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at

[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.

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."