SELECTION OF CONSULTANTS

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

RFP No.: IN-SUCM-460538-CS-QCBS

Consulting Services for:
Procurement Post Review for World Bank financed Kerala Solid Waste Management Project

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

Country: *INDIA*

Project: *Component 1: Institutional Development, capacity building and project Management*

Issued on: *December 20, 2024*

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PART I

Section 1. Letter of Invitation

Letter of Invitation
Consulting Services

Name of Assignment: Procurement Post Review for World Bank financed Kerala Solid Waste Management Project

RFP Reference No.: IN-SUCM-460538-CS-QCBS
Loan No./Credit No./ Grant No.: IBRD-P94960

Location: Thiruvananthapuram, Kerala, India

Date: December 20, 2024

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): *Procurement Post Review for World Bank financed Kerala Solid Waste Management Project.* 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 Simplified Technical Proposal (STP) 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 STP - 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 (Lump-Sum)

5. Details on the proposal's submission date, time and address are provided in Bid Data Sheet.

Yours sincerely,

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

Section 2. Instructions to Consultants and Data Sheet

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Instructions to Consultants

A. General Provisions

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

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

	day that is an official working day of the Borrower. It excludes the Borrower's official public holidays. (k) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). (l) **"Government"** means the government of the Client's country. (m) **"in writing"** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt. (n) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. (o) **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal. (p) **"ITC"** (this Section 2 of the RFP) means the Instructions to Consultants that 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. 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting Activities	(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting Assignments	(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting Relationships	(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

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

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

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

12. Proposal Validity	12.1 Proposals shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
a. Extension of Proposal Validity	12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are

	unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services.
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below: 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing. 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals. 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals Specific Considerations	14.1 While preparing the Proposal, the Consultant must give particular attention to the following: 14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so. 14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost

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

b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically. 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of

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

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

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

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

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

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

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

	Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form. 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 (f)	Replace ITC 1 (f) with the following: **““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."
1 (h)	Replace ITC 1 (h) with the following: ““Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents and the Appendices."
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: *Procurement Post Review for World Bank financed Kerala Solid Waste Management Project*
2.3	**A pre-proposal conference will be held**: Yes Date of pre-proposal conference: December 27, 2024, Online Time: 11:00 Hrs Address: _____ 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: *Aswani Krishnan, Procurement Expert, SPMU, KSWMP*
2.4	**The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: **The inputs that will be provided by the Client are covered in detail in Section 7(Sub-heading 7) of the Terms of Reference (ToR).**
4.1	**Not Applicable.**
6.3.1	**A list of debarred firms and individuals is available at the Bank's external website***:* www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	**This RFP has been issued in the English language.** **Proposals shall be submitted in English language.** **All correspondence exchange shall be in English language.**
10.1	**The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders**: **SIMPLIFIED TECHNICAL PROPOSAL (STP):** (1) Power of Attorney to sign the Proposal

	(2) TECH-1 (3) Tech 2 B (4) TECH-4 (5) TECH-5 (6) TECH-6 AND **The Financial Proposal comprising:** (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (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 no later than 18 days 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 client will upload corrigenda/ amendment in the website/ e-tender portal. 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]***."
14.1.2 (do not use for Fixed Budget method)	**Estimated total cost of the assignment: INR 60 Lakhs**
14.1.3	*Not applicable*

for time-based contracts only	
14.1.4 and 26.2 use for Fixed Budget method	*Not applicable*
15.1	Delete from the first sentence of ITC 15.1, the following: 'and shall comprise the documents listed in the **Data Sheet**'.
15.2	**The format of the Technical Proposal to be submitted is**: STP. 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;* *(7) other allowances where applicable and provisional or fixed sums (if any)]* *(8) [insert relevant type of expenses, if/as applicable]*
16.2	Delete from ITC 16.2, the following: 'foreign and/or'. **A price adjustment provision applies to remuneration rates:** No.

16.3	**Information on the Consultant's tax obligations in India can be found from the Ministry of Finance, Government of India website http://finmin.nic.in** Consultants and their Sub-consultants and Experts are responsible for payment of all taxes as applicable in India. The Client will, however reimburse on proof of submission with relevant Government Authority, the Goods & Services Tax (GST) payable on the contract value by the consultant, as per Applicable Law in India. Statutory deductions of taxes at source (TDS), however, shall be made as applicable. The above only are to be shown separately in the financial proposal.
16.4	**The Financial Proposal shall be submitted in** Indian Rupees.
16.5	**Payments under the Contract shall be made in** Indian Rupees.
C. Submission, Opening and Evaluation	
17	Replace ITC 17 with the following: "17.1 The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission shall be done electronically on the e-procurement system and in accordance with procedure specified in the **Data Sheet**. Proposals submitted by any other means will be rejected. Detailed guidelines for viewing proposals, and for online submission of proposals are given on the website. **The electronic submission procedures shall be as follows:** The Consultants shall submit their Proposals (both Technical and Financial) electronically on the e-procurement portal specified in ITC 1(m), following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website: (a) To participate in the e-tendering process, it is mandatory for the consultants to have enrolment/registration on the website, and valid *Class III(DSC) with signing + Encryption* Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, obtained from any of the licensed Certifying Agency

	authorized by the Government of India. Consultants can see the list of licensed CAs from the link www.cca.gov.in (b) The consultant should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. (c) The size of individual files containing the documents comprising the Proposal(s) shall not exceed 10 MB and there is no limit on the number of files to be uploaded. *[Note for Consultants: For online submission of proposals, the Consultants shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the Consultants and filled up. The filled-up pages shall then be digitally signed, scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.]* 17.2 An authorized representative of the Consultant shall digitally sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney to be scanned and uploaded together with the Technical Proposal. 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal. 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.4 The Proposal or its modifications must be uploaded on the e-procurement portal specified in ITC 1(m), no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline, as per server time. **The Proposals must be uploaded on the e-procurement portal specified in ITC 1(m) no later than:** **Date:** January 20, 2025. **Time:** *16:00 hrs.* 17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of

	the Proposal submission. Any other system's functionality requirements are specified in the **Data Sheet**."
19	Replace ITC 19 with the following: "19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the **Data Sheet** and this could be viewed online by the Consultants. The consultants or their authorized representatives may attend the online opening in person if this option is offered in the **Data Sheet**. The opening date, time and the address are stated in the **Data Sheet**. The folder with the Financial Proposal shall remain unopened, encrypted, in the e-procurement system until the subsequent public opening in accordance with ITC 23. **The procedure for online opening of technical proposals shall be:** *Technical proposal will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated below.* ***Date:*** *January 20, 2025* ***Time:*** *16:30 hrs.* ***Consultants have an option to attend the opening of the Technical Proposals in person.*** **The opening shall take place at:** Kerala Solid Waste Management Project (KSWMP) Upper Ground Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram -695014, Kerala, India Telephone: 0471-2333011 E-Mail: tenderkswmp@gmail.com Website: www.kswmp.org In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day. 19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of the folder with the Financial Proposal in the portal; and (iii) any other information deemed appropriate or as indicated in the **Data Sheet**."
21.1 [for STP]	Consultants technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected.

Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.

Part A: Mandatory Criteria:

S. No:	Criteria	Documents Required
1.	The Consultant shall be a registered legal entity and should have been in business for the last **8 years** (as on last date for submission of bid).	a) Certificate of Incorporation /Registration b) GST registration certificate c) Any other Government Documentation to establish Proof of Existence
2.	Should have successfully completed **Minimum of one (1)** Procurement Post Review/ Audit project for Central/State Government or Local Self Governments or Public Utilities in India, funded by World Bank or other multilateral agencies, with a minimum consulting fee of INR 15 Lakhs in the last 8 years (as on last date for submission of bid).	Document (s) relating to details of assignments (including scope of work) shall be supported by Completion Certificate or Work Order along with final payment confirmation by the Authority. * In cases where procurement Audit delivery was part of a larger project, such works shall be considered, provided the client issues a completion certificate clearly indicating value of completed work related to delivery of Procurement Audit.
3.	The average annual turnover of the company in any three of the last five financial years shall be at least INR 50 Lakhs. (FY 2023-2024, FY 2022-2023, FY 2021-2022, FY 2020-2021, FY 2019-2020)	Audited financial statements

Part B: Evaluation Criteria:

Sl. No.	Particulars	Required Documents	Max. Marks
1	**Specific experience of the consultant (as a firm) relevant to the assignment 40 Marks**		
	Successfully completed Procurement Post Review/Audit project for Central/State Government or Local Self Governments or Public Utilities	Document (s) relating to details of assignments (including scope of work) shall be supported	40 marks

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<tr><td></td><td>in India, in the last 8 years (as on 11-11-2024) with minimum value of INR 15 lakh.

Maximum Five completed projects will be assessed. Maximum marks for 1 completed project are 8 as per Annexure 1 to Section 2.

One of the projects assessed will be the same considered for satisfaction of Mandatory criteria 2.

General Internal audits will not be considered as similar projects. Only those assignments where core focus is procurement review/audit will be considered as similar project.</td><td>by Completion Certificate or Work Order along with final payment confirmation by the Authority.

* In cases where Procurement Post Review/Audit delivery was part of a larger project, such works shall be considered, provided the client issues a completion certificate clearly indicating value of completed work related to delivery of Procurement Audit.</td><td></td></tr>
<tr><td colspan="3">Refer Annexure 1 to Section 2 for detailed marking criterion.</td><td></td></tr>
<tr><td>2</td><td>Write-up on approach, methodology and workplan for the assignment as per scope of work provided.
a. Technical Approach
b. Methodology
c. Work Plan
d. Organisation and Staffing</td><td>Detailed write-up based on the requirements in ToR</td><td>30 Marks</td></tr>
<tr><td>3</td><td>Auditor’ profile: Education and relevant experience</td><td>Signed copy of CV (2 Nos of experts) of the firm along with photograph and proof of experience. The CVs shall be duly signed by the authorised representative of the consultant as well as the expert.</td><td>30 Marks</td></tr>
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<tr><th>Sl. No</th><th>Expert</th><th>Marks</th></tr>
<tr><td>1</td><td>Procurement Auditor</td><td>20</td></tr>
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	<table><tr><td></td><td></td><td></td></tr><tr><td></td><td>**TOTAL MARKS**</td><td>**100**</td></tr></table> **The minimum technical score (St) required to pass is: 70**
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." 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. *[or replace with another inversely proportional formula acceptable to the Bank]* **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**: 10 February 2025 **Address:** Upper Ground Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram -695014, Kerala, India Telephone: 0471-2333011 E-Mail: tenderkswmp@gmail.com Website: www.kswmp.org
29	Replace ITC 29 with the following: "29.1 After completing the negotiations, and obtaining the Bank's no objection to the negotiated draft Contract, if applicable, 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. 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; and (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope. 29.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national

	circulation in the Client's Country, or in the official gazette and on e-procurement portal."
30.1	Replace ITC 30 with the following: **"**The Contract shall be signed prior to the expiry date of the Proposal validity, specified in ITC 12.1 or any extension thereof."
30.2	**Expected date for the commencement of the Services:** **Tentative Date**: February 2025, Kerala, India
31.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: **For the attention**: *Dr. Divya S Iyer* **Title/position**: Project Director **Client**: KSWMP **Email address***: tenderkswmp@gmail.com* In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of this Request for Proposal; **2.** the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and **3.** the Client's decision to award the contract.

Annexure 1 to SECTION-2

SPECIFIC APPLICATION OF EVALUATION CRITERIA

CRITERIA-1

SPECIFIC EXPERIENCE OF THE CONSULTANT (AS A FIRM) RELEVANT TO THE ASSIGNMENT: 40 Points

[Note to Consultant: The Client will assess similarity of the work to be done in this assignment with assignments successfully completed by the Consultant in India / any other countries of Asian region in the last 8 years (i.e.2016 to 2024). Client testimony if provided will be an additional factor. The Consultant should provide documentary evidence such as copy of Completion Certificate or Performance Certificate for each of the assignments shown by the consultant, from the client. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

APPLICATION OF EVALUATION CRITERIA (1)

<table>
<tr><th>Sl. No.</th><th>Scoring for projects* meeting the requirement with minimum consulting fee of INR 15 Lakhs.</th><th>Point Allocation Max. Score allocated for the Criteria(1)</th></tr>
<tr><td>1</td><td colspan="2"><table>
<tr><th>Type of project</th><th>Projects funded by Multilateral/ Bilateral Agencies</th><th>Projects funded by government or its agencies/ departments</th></tr>
<tr><td>Score</td><td>8</td><td>6</td></tr>
</table></td></tr>
</table>

** In case of more than five assignments, first **five projects** in the serial order with Tech 2B would be evaluated. Each project can get a maximum of 8 score.*

CRITERIA-2 ADEQUACY AND QUALITY OF THE PROPOSED METHODOLOGY, AND WORKPLAN IN RESPONDING TO THE TERMS OF REFERENCE (TORs): ***30 points***

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

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

APPLICATION OF EVALUATION CRITERIA(2) (30 Points)

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

[Note to Consultant**:**

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

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

2. Sub Criteria: WORK PLAN (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 (ii b)	
c)	Work Plan		10
	Excellent: Substantially exceeding the specified requirement.	*10*	
	Very Good: Marginally exceeding the specified requirement.	*08*	
	Good: Just meeting the specified requirement.	*06*	
	Average: Marginally below the specified requirement.	*04*	
	Below Average: Substantially below the specific requirement.	*00*	

3. Sub Criteria: ORGANISATION AND STAFFING (05 points)
[Note to Consultant:

Points shall be awarded based on evaluation of the team composition and the skills mix; and whether the proposed members have worked together before to some extent.

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

CRITERIA-3

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

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

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

Note :.

APPLICATION OF EVALUATION CRITERIA (3)

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

	General qualifications	**Point Allocation as percentage of Max. Score allocated for the "General Qualification" for specific Key Expert Position**
I	*Excellent: Substantially exceeding the specified requirement.*	30%
II	*Very Good: Marginally exceeding the specified requirement.*	27%
III	*Good: Just meeting the specified requirement.*	24%
IV	*Average: Marginally below the specified requirement.*	21%
V	*Below Average: Substantially below the specific requirement.*	0
VI	*Poor 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	*Excellent: Substantially exceeding the specified requirement.*	70%
II	*Very Good: Marginally exceeding the specified requirement.*	63%
III	*Good: Just meeting the specified*	56%

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

FORM (Required for STP)	DESCRIPTION	*Page Limit*
TECH-1	Technical Proposal Submission Form.	2 Pages
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	As Required
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- 2B	B. Consultant's Experience	15-20 Page
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	25-30 Pages
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)

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

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) deleted.

(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-2B
CONSULTANT'S EXPERIENCE

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last *8* years (as on last date for submission of bid).

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-4

Description of Approach, Methodology, and Work Plan for Performing the Assignment

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}

a) ***Technical Approach, Methodology, and Organization of the Consultant's team***. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

b) ***Work Plan and Staffing***. {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 understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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) ***Comments (on the TOR and on counterpart staff and facilities)***

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

1 List the 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

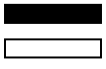
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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*] [*Field*]	[2 month] [0.5 m]		[1.0] [2.5]		[1.0] [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.



Full time input
Part time input

FORM TECH-6
(CONTINUED)

CURRICULUM VITAE (CV)

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

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

_____

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

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

Membership in Professional Associations and Publications:

_____

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

_____

Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert | Signature | Date

{day/month/year}

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

Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method

FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with 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) **Remuneration**	
(2) **Reimbursables**	NOT APPLICABLE
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
Total Estimate for GST:	

FORM FIN-3 Breakdown of 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				

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. **Review of Remuneration Rates**

1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.

1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.

1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

(i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

(iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

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

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

(v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

(vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

Sample Form

Consultant: Country:
Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____
[Name of Consultant]

_____ _____
Signature of Authorized Representative Date

Name: _____

Title: _____

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

(Expressed in Rs.)

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

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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES
(THIS FORM IS NOT TO BE FILLED UP)

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

B. Reimbursable Expenses					
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

Item	Deliverables and structure of financial proposal	(Column A) #Unit Price (in INR)	(Column B) Total Quantity	(Column C= A X B) Total Value (In INR)
I	**Total Price for Procurement Post Review as per Terms of Reference for 3 years (I)**	To be filled by bidder	90*	To be filled by bidder
II	**GST (II)**	To be filled by bidder	To be filled by bidder	To be filled by bidder
III	**Total (I + II)**	To be filled by bidder	90*	To be filled by bidder
	# This includes both remuneration and reimbursable amount there will not be any other charges shall be paid by client other than quoted unit price for each contract. ***90 different procurements are expected to be reviewed as per current understanding. The bidder shall not change the total quantity.** **Price escalation is not applicable over the three years. Billing shall be as per unit rate quoted above for all 3 years.**			

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;[2] (ii) to be a nominated[3] 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[4] 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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[2] 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.

[3] 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.

[4] 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

for

Procurement Post Review for World Bank financed Kerala Solid Waste Management Project

1. Background of the Project

The Project Development Objective (PDO) for the Kerala Solid Waste Management Project (KSWMP) is to strengthen the institutional and service delivery systems for municipal solid waste management (SWM) in Kerala.

To cater to the needs of the growing population, effective waste management is increasingly being looked at as an essential public service for sustainable development. The government of Kerala has enabled policies and established agencies to support SWM activities across the state.

Towards strengthening institutional and service delivery systems for solid waste management, Local Self Government Department (LSGD) of Kerala had launched Kerala State Solid Waste Management Project (KSWMP), for implementing the SWM Project in 93 Urban Local Bodies (ULBs) (87 municipalities and 6 corporations) vide G.O (Rt) No.1420/2020/LSGD dated 29-07-2020.The project is designed for a total cost of USD 300 million with the support of International Bank for Reconstruction and Development (IBRD – here in after referred to as the World Bank) and Asian Infrastructure Investment Bank (AIIB), each contributing USD 105 million and State Government contributing USD 90 million. The project envisages comprehensive upgradation and development of solid waste management activities in various levels under three components:

Component 1- Institutional Development, Capacity Building and Project Management To increase the efficiency of various institutions / agencies working in the field of waste management and provide them with technical assistance. Component 2- Grant support to ULBs for SWM. Distribution of special grants to municipalities for strengthening decentralized waste management and proper disposal of inorganic waste. Waste disposal, waste collection, arrangement of vehicles for waste collection, Covid-19 relief operations, cleaning of public streets, provision of sanitary equipment to cleaners, viability gap fund for Haritha karma Sena members, rehabilitation of existing waste treatment plants, renovation of material collection centre and resource recovery facility.
Component 3 - Development of regional SWM facilities. Construction of centralized solid waste treatment plants on regional basis.

2. Procurements in KSWMP

Procurement for the project shall be carried out in accordance with the World Bank's "Procurement Regulations for IPF Borrowers for Procurement in Investment Project Financing Goods, Works, Non-Consulting Services and Consulting Services," dated July 2016 revised November 2017 and August 2018 ("Procurement Regulations") and the additional provisions stipulated in the Legal Agreement. The project will be subject to the World Bank's Anticorruption Guidelines, dated October 15, 2006, and revised in January 2011 and July 2016.

Procurements carried out under component 2 (ULBs as the Implementing Agency) falls under the category of Goods and Works. Contracts for around 350 goods procurements and 50 works procurements, worth value less than INR 7.8 lakhs, are expected to be signed by 31 December 2024. KSWMP intends to hire a consultant to conduct a comprehensive procurement post review for Component 2 procurements. An overview of total expected procurements which fall under the less than INR 7.8 lakhs category is provided in the table below.

S. No.	Year	Procurements Covered	Number of Procurements (expected)
1	Year 1	All Contract signed before 31 December 2024	400 (350 goods and 50 works)
2	Year 2	All Contract signed from 01 January 2025 till 31 December 2025	300
3	Year 3	All Contract signed from 01 January 2026 till 31 December 2026	200

The Procurement Post Review shall be limited to those procurements worth value less than INR 7.8 lakhs. The procurement post review shall be carried out on a sample basis. Review will be held at the DPMU office. It is expected that tentatively 14 District headquarters will be visited by the Consultant for carrying out the Procurement Post Review every year.

This initiative aims to assess the effectiveness, compliance, and efficiency of procurement practices and identify areas for improvement.

3. Objectives of the Assignment

The objective of this assignment is to conduct an independent Procurement Post Review, which shall review approximately 10% of sample procurements valued under INR 7.8 lakhs. This review will be carried out for all types of Procurements (Goods, works etc.) of all subprojects

financed by KSWMP. The objectives of the Annual/Comprehensive Procurement Post Review are:

i. To Procurement Post Review compliance and adherence to world bank procurement regulations, KSWMP Procurement Manual, other guidelines, Government Orders issued from time to time.
ii. To Procurement Post Review the compliance to process defined in the bid document.
iii. To uncover inefficiencies and delays in procurement, identify reasons and suggest remedial measures.
iv. To post review submitted procurement plan and actual timelines.
v. To post review and Evaluate procurement workflows to enhance efficiency and effectiveness.

4. Scope of the Assignment and Detailed Tasks to be carried out by the consultant.

The consultant selected for the conduct of conduct of Procurement Post Review will essentially provide services to SPMU as required, for the following tasks.

1) Post review the compliance of Component 2 Procurement related activities (Value less than INR 7.8 lakhs) to the world bank procurement regulations.
2) Meticulously post review all procurement-related documentation, including but not limited to bid document, bid evaluation, minutes of decision-making meetings, purchase/work orders/invoices to verify adequacy of documentation, identify shortcomings/anomalies/ discrepancies and recommend on improvements to documentation.
3) Identify potential procurement risks, including frauds and contract issues and suggest remedial measures.
4) Comparison of submitted procurement plan and actual timelines.

Task 1: Review the compliance to world bank procurement Guidelines:

The consultant will post review the Procurement Activities under Component 2 to verify compliance with World Bank Procurement Regulations, Anti-corruption Guidelines, Procurement Plan, published bid document, KSWMP Procurement Manual, other guidelines issued from time to time and (G.O.(Rt)No.978/2024/LSGD) dt 05.06.2024. The consultant shall prepare sampling plan and necessary formats for the conduct of the review in consultation with SPMU.

Consultant will also post review the World Bank Procurement Regulation, Anti-corruption guidelines, Procurement Plan and other related guidelines.

Task 2: Procurement Post Review and meticulously analyze all procurement related documents, identify discrepancies and ensure compliance with established protocols:

The consultants shall:

i. Critically review all procurement-related documentation, including but not limited to NIT, bid document, bid evaluation, minutes of decision-making meetings, purchase/work orders/invoices to verify adequacy of documentation, identify shortcomings/anomalies/ discrepancies and recommend on improvements to documentation.
(Shall review documents like RFQ, GeM, E-tender, Purchase order/Sanction order, Work order, Invoices, Procurement Committee Minutes, Evaluation report, Award Recommendations, Letter of Award, Contract Agreement etc.)
ii. Scrutinize and report discrepancies in any of Procurement data i.e., Bid Evaluation data and submitted Bid Documents.
iii. Review and confirm that the disclosure of documents has been carried out following the established procedures.
iv. Review and verify that complaints, if any, are addressed and closed following World Bank Regulations.

Task 3: Proactively identifying and addressing potential procurement risks, including frauds and contract issues.

In case of sub-project under implementation, review the ULB's Procurement Activities to enhance the Procurement Processes by ensuring compliance, efficiency, and cost-effectiveness.

i. Examine the contracts/agreements with vendors including amendments/ modifications and check for risks.
ii. Evaluate vendor profiles by reviewing contact information, qualifications, and performance assessment reports for each vendor.
iii. Evaluate potential risks associated with suppliers, contracts, and market conditions.
iv. Suggest remedial measures on procurement practices, fraud detection techniques, and ethical purchasing practices.
v. Assess the entire procurement workflow, pinpointing bottlenecks, and areas where procedures diverge from best practices.
vi. Use tools like SWOT analysis (Strengths, Weaknesses, Opportunities, Threats) to identify vulnerabilities.
vii. Suggest in implementing systems for tracking all procurement activities to ensure accountability.

Task 4: Comparison of submitted procurement plan and actual timelines.

i. Overview of planned vs. actual timelines.
ii. Identified gaps and their implications.
iii. Accessing impacts by evaluating how discrepancies affect overall project timelines and costs.

iv. Recommendations for future procurement planning based on findings.

Task 5: Preparation of Review Report

Preparing a comprehensive review report detailing findings, recommendations, and best practices for future procurement activities.
A detailed review report that includes:

a) Findings on compliance and efficiency.
b) Recommendations for process improvements.
c) Suggested training or resources needed for staff development.

A report titled: "Comprehensive Procurement Post Review Report of KSWMP Subprojects costing less than INR 7.8 lakhs" shall be prepared compiling the findings with photographs, records etc. in the Annexure. The findings of the review should be summarized in a tabular form to clearly mention compliance, noncompliance, best practices, and enhancement measures along with the name of the agency responsible and schedule for each of the above. This matrix should be provided as an attachment to the main report.

Note: Format for review of individual procurement packages is provided in Annexure 1 to Section 7 (TOR).

5. Number of Procurements and Sample Size

The review will be carried out four times during the Contract duration of the selected consultant. The review schedule and coverage of procurements based on current understanding is given in table below.

S. No.	Year	Procurements Covered*	Number of Procurements (expected)	Tentative Sample size	Review Schedule
1	Year 1	All Contract signed before 31 December 2024	400 (350 goods and 50 works)	40	15 February 2025 to 15 May 2025
2	Year 2	All Contract signed from 01 January 2025 till 31 December 2025	300	30	01 January 2025 to 28 February 2026
3	Year 3	All Contract signed from 01 January 2026 till 31 December 2026	200	20	01 January 2025 to 28 February 2027

*The sample size shall not be less than 10% of the total procurements. Procurements of value less than INR 7.8 lakh shall only be reviewed. Representative coverage of ULBs and types of procurement, across all Districts shall be ensured. Detailed sampling plan shall be prepared by the Selected Consultant in consultation with the SPMU.

6. Skillset Required for the Assignment

The review team is expected to be a firm with appropriate and sufficient capabilities, resources, and experience to execute the full extent of the scope of services to a very high quality. The team will comprise of relevant experts in procurement of goods, work, Consulting Services. The team must have experience and in-depth knowledge of procurement practices - sound understanding of principles underlying good procurement practices and World Bank Procurement guidelines; understanding of Government's procurement Act and regulations; experience in use of internationally accepted contract documents for works, goods and services, analytical capability in identifying and resolving procurement issues.

- Strong and demonstrated interpersonal skills, and experience communicating with senior government officials, ability to organize and conduct technical workshops related to review findings.
- Field experience and good knowledge of the implementation of World Bank's Procurement Guidelines (or that of other international financial institutions).

The consulting firm/Institution shall deploy the following experts for the assignment. The review shall be done by the team members together at each location. The Consultant shall deploy adequate other staff, based on its own assessment of work load and in sink with its proposed approach and methodology, in order to achieve the objectives and scope of this assignment.
Specific qualifications and experiences of the minimum desired team composition are outlined below:

Sl. No	Expert Position	No of experts Deployed	Qualification and Experience
1	Procurement Auditor	1	● Bachelor's Degree in engineering or management discipline. ● Has experience of conducting procurement review/ audit in large development projects financed by multilateral agencies such as the World Bank, ADB, among others. Experience in procurement review/ audit of world bank financed project will be scored higher.

Sl. No	Expert Position	No of experts Deployed	Qualification and Experience
			● A minimum of 10 years' work experience in procurement and contract management of public works related to infrastructure, preferably at ULB level, is required. Sectoral experience in urban infrastructure projects is required. ● Procurement related working experience with State/ local governments in India or other South Asian countries in projects funded by the World Bank or other multilateral agencies. ● Has in-depth knowledge and understanding of technical, commercial, and legal aspects of procurement in development projects, financed by the government and its development partners. ● Well-acquainted with the World Bank's Procurement Regulations for IPF Borrowers, July 2016 (Revised November 2017, August 2018, and November 2020) and STEP requirements. Working knowledge of any GePNIC based e-procurement system is desired. ● Specialized knowledge of and significant experience in substantive areas/aspects of procurement will be preferred. ● Has experience handling procurement audit projects at the local/ state/ national government level. ● Fluency in English is required and fluency in Malayalam will be preferred. ● Certification in World Bank procurement like CPCM & CPPP OR FIDIC procurement will be an added advantage ● Excellent IT / computer skills including MS Office (Word, Excel, Power point etc.) are required.

Sl. No	Expert Position	No of experts Deployed	Qualification and Experience
2	Procurement Audit Assistant	1	● Bachelor's degree in Engineering/Business Management/ Economics/ Commerce. ● Has experience of conducting procurement review/ audit in large development projects financed by multilateral agencies such as the World Bank, ADB, among others. Experience in procurement review/ audit of world bank financed project will be scored higher. ● A minimum of 05 years work experience in procurement and contract management of public works related to infrastructure. Experience working with local governments in India or other South Asian countries in the past will be preferred. ● In depth knowledge and understanding of technical, commercial, and legal aspects of procurement in development projects, financed by the government and its development partners. ● Preferably well-acquainted with the World Bank's Procurement Regulations for IPF Borrowers, July 2016 (Revised November 2017, August 2018, and November 2020) and STEP requirements. Working knowledge of any GePNIC based e-procurement system is desired. ● Fluency in reading and speaking in Malayalam is preferred.

The Consultant may deploy adequate other support staff, if required, in order to achieve the objectives and scope of this assignment.

7. Timeline for Completion of Tasks, Deliverables and Payment Schedule

S. No.	Deliverables	Contents	Timeline (T is the date of Signing of Contract)	Payments as percentage of the total

1	Inception Report	Detailed Methodology, Description of team deployment status and Work Schedule	T + 15 days	10%
2	Draft Review Report on Post Procurement	Detailed (Draft) Review Report incorporating all review inference in line with section 4.0 of TOR. This report also incorporates a synthesis report of gaps, strengths and weaknesses of both Goods and Works Procurement risk with tabulated issue *Vs* recommendations for improvement.	T+ 45 days for Year 1 30 days from end of each calendar year for all subsequent years	10% each
3.	Organise a workshop on the Draft Report	Present the findings from the draft report	T + 55 days for Year 1 40 days from end of each calendar year for all subsequent years	5% each
4	Final Review Report	Final Review Report incorporating Comments of Client & the World Bank	T + 65 days for Year 1 50 days from end of each calendar year for all subsequent years	15% each

T- Date of Signing of Contract Agreement

8. Client's Input and Support

1. Sharing relevant documents to the review team as per requirement and not limited to the following.
    a. Final list of subprojects (under 7.8 Lakhs) in various regions/ PIUs.
    b. Bid Documents
    c. Procurement Plan
    d. Evaluation Report/ Bid Assessment sheet report
    e. Minutes of Meeting
    f. Contract Document/ Purchase Order
2. Granting permissions for site visit and facilities, if required.
3. Facilitate meetings with SPMU, DPMUs, SPMC, DPMCs, PIUs /ULBs
4. No permanent office space will be provided by State Project Management Unit, KSWMP since this is not anticipated to be a full-time activity.
5. Procurement reviews shall be held at the DPMU offices in each District.
6. State Project Management Unit, KSWMP will bear the cost of organizing workshops.

Annexure 1 to Section 7
Review Report Format
[Report Cover page]

Country	
Credit No	
Project Name	
Project ID:	
Names of Implementing Agency (ies)	

General Procurement Information

1. Executive Summary
Provide a brief description of Post Review objective, key findings/issues, and recommendations.
2. Discussion on the Selection of the Contract Samples Reviewed
Provide a brief description of the selection of the contract sample and summary list of the contracts reviewed, including procurement category, procurement method, contract number, contract date, short contract description, name of contracting agency, name of contractor/supplier/consultant, contract amount.
3. Findings on the Review of the Procurement Arrangements Agreed with the Borrower
Staffing, unit organization, internal controls, project manual, etc.
4. Findings on the Review of Procurement Processes
Provide a brief description of findings on procurement processes, including procurement planning, publications, bidding, evaluation, complaints handling, awards and timeliness of procurement.

6. Indication of Possible Governance Issues
5. Findings on the Review of Contract Administration & Management
Provide a brief description of findings on contract administration, including implementation, payments, disputes resolution, and compliance.
Provide a brief description of any findings on red flags that could indicate possible fraud or corruption related to the procurement processes, contract administration, or any other related issues at contract, project, sector, or country level.
7. Mitigating Measures or Corrective Actions

Identify mitigating measures or actions to correct procurement deficiencies, and recommend them to the Borrower and its executing agency(ies).
8. Possible Indication of Noncompliance requiring Bank Action (including misprocurement)
Report reasons for potential actions on noncompliance

9. Risk Rating & Recommendation	
Definitions of Post Review Risk Ratings	
Low Risk (LR)	Borrower systems, procurement processes, and/or contract administration are of highest quality; are fit for purpose in achieving value for money, economy, efficiency, effectiveness, integrity, fairness, transparency, and accountability; and require little or no corrective action by the Bank.
Moderate Risk (MR)	Borrower systems, procurement processes, and/or contract administration are of generally good quality and are reliable in achieving value for money, economy, efficiency, effectiveness, integrity, fairness, transparency, and accountability, with minor corrective actions needed by the Bank.
Substantial Risk (SR)	Moderate shortcomings in Borrower systems, procurement processes, and/or contract administration have limited or jeopardized the timely or efficient achievement of one or more major outputs and/or limited achievement of value for money, economy, efficiency, effectiveness, integrity, fairness, transparency, and accountability, but resolution(s) is/are likely.
High Risk (HR)	Significant shortcomings in Borrower systems, procurement processes, and/or contract administration have limited or jeopardized the timely or efficient achievement of one or more major outputs and compromised achievement of value for money, economy, efficiency, effectiveness, integrity, fairness, transparency, and accountability. Resolution is uncertain or unlikely.

Overall risk rating:	☐ ☐ ☐ ☐ **Low Moderate Substantial High** *(Overall rating for a report is not an average rating of all indicators combined but rather a final rating based on reviewer's objective conclusions about the findings as a whole, including performance ratings of contracts.)*

Overall recommendations:	
Risk rating of procurement system:	**Low** ☐ **Moderate** ☐ **Substantial** ☐ **High** ☐ *Indicators to consider:* ○ ***Legal Framework:*** *Suitability of the laws, rules, and regulations applicable to the implementing agency with respect to the requirements for national procurement in the Procurement Regulations for Borrowers.* ○ ***Organization/Staffing:*** *Organization of the procurement unit and allocation of functions; quality and adequacy of procurement staff.* ○ ***Controls/Manuals:*** *Quality of internal administrative practices, including special anticorruption initiatives, complaints handling, existence of dispute resolution systems, internal procedural manuals and instructions, oversight and auditing practices, and code of professional behavior and ethics.* ○ ***Record-keeping:*** *Availability, quality, security, and completeness of procurement records and files.*
Recommendations:	

Risk rating of procurement processes:	☐ ☐ ☐ ☐ **Low** **Moderate** **Substantial** **High** *Indicators to consider:* ○ ***Procurement Planning:*** *Assessment of adherence to the Procurement Plan, including any changes/updates.* ○ ***Publications:*** *Assessment of adherence to advertising and contract award publication requirements for applicable contracts.* ○ ***Bidding:*** *Assessment of adherence to requirements for bidding documents, including RFPs, LOIs, shortlists, terms of reference, invoices, and other applicable documents.* ○ ***Evaluation:*** *Assessment of adherence to bid evaluation requirements/criteria, including draft contracts, technical and financial evaluation reports, and any bid amendments.* ○ ***Awards:*** *Assessment of adherence to contract award requirements, including complaints handling, amendments, variation orders, and extensions.*
Recommendations:	

Risk rating of contract administration:	☐ ☐ ☐ ☐ **Low Moderate Substantial High** *Indicators to consider:* ○ ***Implementation:*** *Assessment of adherence to contract implementation criteria, including results of physical inspections.* ○ ***Payments:*** *Assessment of adherence to contract payment schedules, including timeliness of payments to contractors.* ○ ***Compliance:*** *Assessment of adherence to all contractual provisions; adherence to all related anticorruption practices.* ○ ***Disputes:*** *Assessment of promptness and equity in resolving contractual disputes.*
Recommendations:	

Annex 1. Profile of Procurement Items

Quotations

Category	***No. of contracts awarded in review period*** *Review period is (mm/dd/yyyy) to (mm/dd/yyyy)*					
	IC	***NC***	***RFQ***	***DC/SS***	***Others*** *(Competitive Selection of*	***Total***
Works						
Goods						
Services						
Total						
Category	***No. of procurements reviewed***					
	IC	***NC***	***RFQ***	***DC/SS***	***Others*** *(Competitive Selection of Consultants)*	***Total***
Works						
Goods						
Services						
Total						

Annex 2.A

Worksheet for Direct Selection Procedure

Part A. General

Date of review:	Name of reviewer:
Contract no.:	Contract date (dd/mm/yy):
Contract description:	Contract amount (US$):
Contractor / Supplier name and address:	Category ☐ Goods ☐ Works ☐ Non-consulting services

Part B. Process Review

Aspects reviewed	*Findings and comments*
Procurement Documentation (Filing)	
Reference in Procurement Plan or STEP	
Adequacy of justification for direct selection	
Use of e-procurement system	
Negotiations	
Publication of contract award	
Complaints and results	
Justification for direct selection	

Part C. Contract Administration

Aspects reviewed	*Findings and comments*
Contract document	
Advance payment guarantee details and records	

Insurance	
Performance security details and records	
Bill of lading, customs clearance, license and permits if required	
Inspection of supervision records and reports	
Planned contractual completion date	
Provisional acceptance or testing	
Actual completion date	
Delivery receipt or similar instrument	
Liquidated damages, details and enforcement for delays	
Timeliness of payments	
Amendments or contract modifications: number, amounts, and %	
Contractual disputes and resolution, if any	
Cost overruns reasons and explanations	
Adjudication and arbitration	
Aspects reviewed	***Findings and comments***
Closing of contract	

Part D. Others

Aspects reviewed	***Findings and comments***			
Indication of possible fraud or corruption				
Physical inspection				
Involvement of beneficiaries or users				
Total duration from advertisement to contract signature				
Final cost compared to cost estimate				
Additional observations				
Contract rating (covering procurement and contract administration)	☐ Satisfactory	☐ Moderately Satisfactory	☐ Moderately Unsatisfactory	☐ Unsatisfactory
Rating explanation				

Annex 2.B

Worksheet for Request for Quotations Procedures

Part A. General

Date of review:	Name of reviewer:
Contract no.:	Contract date (dd/mm/yy):
Contract description:	Contract amount (US$):
Contractor / Supplier name and address:	Category ☐ Goods ☐ Works ☐ Non-consulting services

Part B: Process Review

Aspects reviewed	***Findings and comments***
Procurement Documentation (Filing)	
Reference in Procurement Plan or STEP	
Use of e-procurement system	
Advertising or direct invitation	
Source of suppliers invited	
Time allowed for submission of quotations	
Bid opening and minutes of bid opening: indicate number of participants, names, and prices per lot	
Adequacy of reason for any disqualifications	
Bid evaluation report and award	
Reasonableness of cost	
Aspects reviewed	***Findings and comments***

Indication of possible fraud or corruption	
Physical inspection	
Involvement of beneficiaries or users	
Total duration from advertisement to contract signature	
Final cost compared to cost estimate	
Additional observations	

Part C. Contract Administration

Aspects reviewed	***Findings and comments***
Contract document or purchase order	
Bill of lading, if any	
Planned contractual completion date	
Actual completion date	
Delivery receipt or similar instrument	
Timeliness of payments	
Amendments or contract modifications: number, amounts, and %	
Contractual disputes and resolution, if any	
Cost overruns reasons and explanations	
Closing of contract	

Part D. Others

Aspects reviewed	***Findings and comments***

Contract rating (covering procurement and contract administration)	☐ Satisfactory	☐ Moderately Satisfactory	☐ Moderately Unsatisfactory	☐ Unsatisfactory
Rating explanation				

PART II

Section 8. Conditions of Contract and Contract Forms

Lump-sum Form of Contract
CONTRACT FOR CONSULTING SERVICES

CONTRACT No. *[insert]*

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address[5]].*

WHEREAS, the Client has received financing from the World Bank which is being used for this contract (and accordingly the relevant provisions of Bank's Procurement Regulations and Anti-Corruption Guidelines shall be applicable to this Contract), and the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. Term

The Consultant shall perform the Services during the period commencing *15 February 2025* and continuing through *31 January 2027*, or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. <u>Ceiling</u>

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

Goods & Services Tax (GST) payable on the contract's invoices, as per Applicable Law in India, will be identified separately, and will be reimbursed by the Client, subject to the Client

[5] Avoid use of *"P.O. Box" address*

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.

B. Schedule of Payments

The schedule of payments is specified below[6]:

[insert detailed list of payments specifying amount in Rs. of each installment, deliverable/output for which the installment is paid]

C. Payment Conditions

Payment shall be made in Rs. not later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details.]*

4. Project Administration

A. Coordinator.

The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Inspections and Auditing

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and

[6] Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitations determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

7. Confidentiality The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

8. Ownership of Material Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software[7].

9. Consultant Not to be Engaged in Certain Activities The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project

10. Insurance The Consultant will be responsible for taking out any appropriate insurance coverage.

11. Assignment The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

12. Law Governing Contract and Language The Contract shall be governed by the laws of India, and the language of the Contract shall be English.

13. Dispute Resolution Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of India.

14. Termination The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days

[7] Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

after being notified, or within any further period as the Client may have subsequently approved in writing;

(b) If the Consultant becomes insolvent or bankrupt;

(c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.

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

FOR THE CLIENT	FOR THE CONSULTANT
Signed by _____	Signed by _____
Title: _____	Title: _____