SELECTION OF CONSULTANTS

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

RFP No.: *IN-SUCM-326520-CS-QCBS*

Consulting Services for:
Preparation of Environmental and Social Impact Assessment for regional Sanitary Landfills and Transfer Stations in two Clusters and independent review of ESIAs for dumpsite remediation

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

Country: *INDIA*

Project: Regional Sanitary Landfill Facility and Transfer Stations in Cluster 1 and Cluster 4 in the State of Kerala

Issued on: **January 31, 2023**

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Letter of Invitation
Consulting Services

Name of Assignment: Preparation of Environmental and Social Impact Assessment for regional Sanitary Landfills and Transfer Stations in two Clusters and independent review of ESIAs for dumpsite remediation

RFP Reference No.: *IN-SUCM-326520-CS-QCBS*

Loan No./Credit No./ Grant No.: IBRD92080

Location and Date: Thiruvananthapuram, Kerala, India

Date: 31 January 2023

Dear Mr. /Ms.:

1. The *Government of Kerala through Government of India* (hereinafter called "Borrower") has received financing from the International Bank for Reconstruction and Development (IBRD) (the "Bank") in the form of a "loan" (hereinafter called "loan" toward the cost of the *KERALA SOLID WASTE MANAGEMENT PROJECT (KSWMP)*. The Kerala Solid Waste Management Project (KSWMP), Local Self Government Department, Government of Kerala, an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued.

2. The *Kerala Solid Waste Management Project (KSWMP)*now invites online proposals to provide the following consulting services (hereinafter called "Services"): *Preparation of Environmental and Social Impact Assessment for regional Sanitary Landfills and Transfer Stations in two Clusters and independent review of ESIAs for dumpsite remediation*. More details on the Services are provided in the Terms of Reference (Section 7).

3. A firm will be selected under *Quality-cum-Cost Based Selection (QCBS)* procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" Fourth Edition November 2020 ("Procurement Regulations"), which can be found at the following website: www.worldbank.org

4. The RFP includes the following documents:

   Section 1 – Request for Proposals Letter

   Section 2 - Instructions to Consultants and Data Sheet

   Section 3 - Technical Proposal FTP - Standard Forms

   Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Lump-Sum)

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

Yours sincerely,

Dr. Adeela Abdulla IAS
Project Director
Address: 4th Floor, Trans Towers, Vazhuthacaud,
Thiruvananthapuram -695014, Kerala, India
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Website: www.kswmp.org;

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Instructions to Consultants

A. General Provisions

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

[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]*

	(j) **"Day"** means a calendar day, unless otherwise specified as **"Business Day".** A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays. (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-	12.9 The Consultant shall not subcontract the whole of the

Contracting	Services.
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below: 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing. 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals. 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals Specific Considerations	14.1 While preparing the Proposal, the Consultant must give particular attention to the following: 14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so. 14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. 14.1.3 If stated in the **Data Sheet**, the Consultant shall

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

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

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

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

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

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

	and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
25. Taxes	25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
26. Combined Quality and Cost Evaluation	
a. Quality and Cost-Based Selection (QCBS)	26.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous

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

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

29. Notification of Award	29.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form. <u>Contract Award Notice</u> Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Client; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated; (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1. 29.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online.
30. Signing of Contract	30.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension

	thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period. 30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
31. Procurement Related Complaint	31.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (m)	**Electronic –Procurement System** The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process: https://etenders.kerala.gov.in; The electronic-procurement system shall be used to manage the following part of the RFP process: ***Issuing RFP and Corrigenda, if any; submissions of Proposals, opening of Proposals, publication of Evaluation outcome***
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**: *Preparation of Environmental and Social Impact Assessment for regional Sanitary Landfills and Transfer Stations in two Clusters and independent review of ESIAs for dumpsite remediation*
2.3	**A pre-proposal conference will be held**: Yes Date & Mode of pre-proposal conference: February 08, 2023; Online Time:11.00 AM 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: *Dr. Kannan Narayanan, Environmental Expert*

2.4	**The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:** **The inputs that will be provided by the Client are covered in detail in 0 7.9 of the Terms of Reference (ToR).**
4.1	**Not Applicable.**
6.3.1	**A list of debarred firms and individuals is available at the Bank's external website**: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	**This RFP has been issued in the English language.** **Proposals shall be submitted in English language.** **All correspondence exchange shall be in English language.**
10.1	**The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders**: **For FULL TECHNICAL PROPOSAL (FTP):** **The Technical Proposal comprising:** (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 AND **The Financial Proposal comprising:** (1) FIN-1 (2) FIN-2 (3) FIN-3

	(4) FIN-4 (5) FIN-5 (6) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	**Statement of Undertaking is required:** Yes.
11.1	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible:** Yes.
12.1	**Proposals shall be valid for 120 days' calendar days**
12.4	Replace second sentence of ITC 12.4 with the following: **"**However, should the need arise, any request for extension of validity will be hosted on e-procurement portal and an e-mail will be sent to each Consultant. The Consultants may send their response if any on the e-procurement portal and through e-mail at the e-mail id given in Data Sheet 2.3.
13	Replace ITC 13 with the following: "13.1. The e-procurement system specified in ITC 1(m) provides for online clarifications. A Consultant may request an online clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline, or raise its inquiries during the pre-proposal conference, if provided for in accordance with ITC 2.3. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond online by uploading the response (including an explanation of the query but without identifying its source) for information of all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described in ITC 13.1.1 and ITC 13.1.2 below. It is the consultant's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the RFP document. 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with the procedure described in the **Data Sheet**. The amendment shall be binding on all Consultants. The Client shall not be liable for any information not received by the Consultants. It is the Consultants' responsibility to verify the website for the latest information related to the RFP. 13.1.2 If the amendment is substantial, the Client may extend the

	proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals, by amending the RFP in accordance with ITC 13.1.1. 13.2 A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals. No modifications to the Technical or Financial Proposal shall be accepted after the proposal submission deadline. (a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the 'Proposal'. (b) For this purpose, modification/withdrawal by other means will not be accepted. (c) The modification and consequential re-submission of proposals is allowed any number of times. (d) A consultant may withdraw its proposal by using the appropriate option for proposal withdrawal, before the deadline for submission of proposals. However, if the proposal is withdrawn, re-submission is ***allowed*** *as applicable to the e-procurement system]*."
13.1	**Clarifications may be requested online no later than** 21 ***days*** **prior to the submission deadline.**
13.1.1	The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline. The system will also send auto-e-mail regarding hosting of amendment to consultants who have started working on the RFP. The Consultants shall remain responsible to view amendment to RFP.
13.2 (d)	Re-submission of the proposal is **"*allowed*"**, if withdrawn.
14.1.2 (do not use for Fixed Budget method)	**Estimated total cost of the assignment: INR 120 Lakhs, excluding the cost of testing.**

14.1.3 for time-based contracts only	*Not applicable*
14.1.4 and 26.2 use for Fixed Budget method	*Not applicable*
15.1	Delete from the first sentence of ITC 15.1, the following: 'and shall comprise the documents listed in the **Data Sheet**'.
15.2	**The format of the Technical Proposal to be submitted is**: FTP _____ Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client; (7) [insert relevant type of expenses, if/as applicable]
16.2	**A price adjustment provision applies to remuneration rates:** No.
16.3	**Information on the Consultant's tax obligations in India can be found**

	from the Ministry of Finance, Government of India website http://finmin.nic.in Consultants and their Sub-consultants and Experts are responsible for payment of all taxes as applicable in India. The Client will, however reimburse on proof of submission with relevant Government Authority, the Goods & Services Tax (GST) payable on the contract value by the consultant, as per Applicable Law in India. Statutory deductions of taxes at source (TDS), however, shall be made as applicable. The above only are to be shown separately in the financial proposal.
16.4	**The Financial Proposal shall be submitted in** Indian Rupees.
16.5	**Payments under the Contract shall be made in** Indian Rupees.
C. Submission, Opening and Evaluation	
17	Replace ITC 17 with the following: "17.1 The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission shall be done electronically on the e-procurement system and in accordance with procedure specified in the **Data Sheet**. Proposals submitted by any other means will be rejected. Detailed guidelines for viewing proposals, and for online submission of proposals are given on the website. 17.2 An authorized representative of the Consultant shall digitally sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney to be scanned and uploaded together with the Technical Proposal. 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal. 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the

	Proposal. 17.4 The Proposal or its modifications must be uploaded on the e-procurement portal specified in ITC 1(m), no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline, as per server time. 17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the **Data Sheet**."
17.1	**The electronic submission procedures shall be as follows:** The Consultants shall submit their Proposals (both Technical and Financial) electronically on the e-procurement portal specified in ITC 1(m), following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website: (a) To participate in the e-tendering process, it is mandatory for the consultants to have enrolment/registration in the website, and valid Class … *[insert as required for the e-procurement system, usually Class II/III(DSC) with signing + Encryption]* Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, obtained from any of the licensed Certifying Agency authorized by the Government of India. Consultants can see the list of licensed CAs from the link www.cca.gov.in *[modify the link or refer to the source where such list can be found, if required]* (b) The consultant should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. (c) The size of individual files containing the documents comprising the Proposal(s) shall not exceed 10 MB and there is no limit on the number of files to be uploaded. *[modify, if required]* *[Note for Consultants: For online submission of proposals, the Consultants shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be downloaded by the Consultants and filled up. The filled-up pages shall then be digitally signed, scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.]*

17.4	**The Proposals must be uploaded on the e-procurement portal specified in ITC 1(m) no later than:** **Date:** 03/03/2023 **Time: 16:00** hrs
17.5	*[Insert 'None' or indicate any additional system's functionality requirements for Proposal submission and for acknowledging the receipt of the uploaded Proposal]*
19	Replace ITC 19 with the following: "19.1The Client's evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the **Data Sheet** and this could be viewed online by the Consultants. The consultants or their authorized representatives may attend the online opening in person if this option is offered in the **Data Sheet**. The opening date, time and the address are stated in the **Data Sheet**. The folder with the Financial Proposal shall remain unopened, encrypted, in the e-procurement system until the subsequent public opening in accordance with ITC 23. 19.2At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of the folder with the Financial Proposal in the portal; and (iii) any other information deemed appropriate or as indicated in the **Data Sheet**."
19.1	**The procedure for online opening of technical proposals shall be:** *Technical proposal will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated below.* **Date:** 03/03/2023 **Time: 16:30 hrs.** ***Consultants have an option to attend the opening of the Technical Proposals in person.* The opening shall take place at:** Kerala Solid Waste Management Project (KSWMP) 4th Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram -695014, Kerala, India Telephone: 0471-2333011 E-Mail: tenderkswmp@gmail.com

<table>
<tr><td></td><td>Website: www.kswmp.org
In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day</td></tr>
<tr><td>19.2</td><td>In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A</td></tr>
<tr><td>21.1
[for FTP]</td><td>Consultants' technical proposal shall be evaluated in two parts.

Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. <u>Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated,</u> 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:
<table>
<tr><th>S. No:</th><th>Criteria</th><th>Documents Required</th></tr>
<tr><td>1.</td><td>Consultant should have been in business of Consultancy including Environmental and Social Assessment with valid NABET accreditation, during the last eight (08) years (i.e., 2013 to 2022);</td><td>a. Copy of Certificate of Incorporation or Partnership Deed, as applicable; and

b. NABET Certification for eight years</td></tr>
<tr><td>2</td><td>Consultant should have a currently valid NABET accreditation for Municipal Solid Waste Sector</td><td>a. Presently valid NABET Certification for Municipal Solid Waste Sector</td></tr>
<tr><td>2.</td><td>Consultant should have had an average annual consulting income of more than INR 12.00 Crores in any three of the previous five financial years (i.e. FY2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22)</td><td>Audited Financial Statement along with the Balance Sheet and Profit & Loss Statement duly certified by the statutory auditors / Chartered Accountant the year wise annual income during any three of the previous five financial years 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.</td></tr>
<tr><td>3</td><td>Consultant should have had successfully completed at least one Environmental Impact Assessment Study for Sanitary Landfill Facility or Common Solid Waste Management Facility or Hazardous Waste Management Facility or Bio-medical Waste Management Facility during the last five years with a</td><td>Document (s) relating to details of assignments shall be supported by Completion Certificate Or Work Order along with final payment confirmation by the Authority. The supporting documents shall clearly state the scope of work and contract value</td></tr>
</table></td></tr>
</table>

	minimum consulting fee of INR 2.5 million	undertaken by the applicant.
4	Consultant should have completed at least two social impact assessment for a public infrastructure project during the last five years during the last five years with a minimum consulting fee of INR 2.5 million	Document (s) relating to details of assignments shall be supported by Completion Certificate Or Work Order along with final payment confirmation by the Authority. The supporting documents shall clearly state the scope of work and contract value undertaken by the applicant.

Part B: Evaluation Criteria:

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

Points

(i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** *[10]*

[*Notes to Consultant: The Client shall assess similarity of the work to be done in this assignment with assignments successfully completed by the Consultant. Client testimony, if provided will be an additional factor]*

ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):** *[50]*

[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]

(iii) **Key Experts' qualifications and competence for the Assignment:**

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

a. Position K-1: [Team Leader] [08]
b. Position K-2: [EIA Coordinator] [06]
c. Position K-3: [Social Development Expert] [06]
d. Position K-4: [Environment Expert (Ecotoxicology/Chemicals/Hazardous wastes) [05]
e. Position K-5: [Ecology and Biodiversity Expert] [2.5]
f. Position K-6: [Cultural Heritage Expert] [2.5]
g. Position K-7: [Labour Management Expert] [2.5]
h. Position K-8: [Gender & Communication Expert] [2.5]
i. Position K-9: [Stakeholder Engagement Expert] [2.5]
j. Position K-10: [Livelihood & Tribal Development Expert] [2.5]

	Total points for criterion (iii): *[40]* The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications (general education, training, and experience): (*30%)* 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)*: (70%)* Total weight: 100% **Total points for the chosen criteria*:* 100 **The minimum technical score (St) required to pass is**:**75** ***Marks***
22.2	Replace second sentence of ITC 22.2 with the following: "All other Financial Proposals shall not be opened."
	Public Opening of Financial Proposals
23	Replace ITC 23.1 with the following: "23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify online through e-procurement portal those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will not be opened; and (iv) notify them of the date, time and location of the online public opening of the Financial Proposals and invite them to attend." In ITC 23.2(b) first sentence, after the words 'in writing', add the following: 'online through e-procurement portal' In ITC 23.2(b)(iv), after the words 'location of the' add the following:

	'online' Replace ITC 23.4 with the following: "23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online) is optional and is at the Consultant's choice" Replace ITC 23.5 with the following: "The Financial Proposals shall be publicly opened online by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud and recorded online simultaneously. The Financial Proposals shall be then opened, and the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the e-procurement portal for the information of all Consultants who submitted Proposals and the Bank, unless the **Data Sheet** provides for other means of sending notifications and the results of the financial opening."
23.5	Following the completion of the evaluation of the Technical Proposals, the Client will notify online through e-procurement portal, all Consultants of the location, date and time of the public opening of Financial Proposals. Any interested party who wishes to attend this public opening should contact Project Director, KSWMP, tenderkswmp@gmail.com and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day.
25.1	For the purpose of the evaluation, the Client will exclude: all local identifiable indirect taxes such as GST or similar taxes levied on the contract's invoices. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which

	taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1 **(QCBS only)**	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:** Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. *[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**: 27 March, 2023 **Address:** 4th Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram -695014, Kerala, India Telephone: 0471-2333011 E-Mail: tenderkswmp@gmail.com Website: www.kswmp.org
29	29.1 Disabled 29.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette and on e-procurement portal."
30.1	Replace ITC 30 with the following:

	"The Contract shall be signed prior to the expiry date of the Proposal validity, specified in ITC 12.1 or any extension thereof."
30.2	**Expected Month for the commencement of the Services:** **TENTATIVE Month** : April 2023, 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**: *[insert full name of person receiving complaints]* **Title/position**: *[insert title/position]* **Client**: *[insert name of Client]* **Email address***: [insert email address]* **Fax number**: *[insert fax number]* ***delete if not used*** In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of this Request for Proposal; **2.** the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and **3.** the Client's decision to award the contract.

Annexure 1 to SECTION-2

SPECIFIC APPLICATION OF EVALUATION CRITERIA

a) CRITERIA-I
SPECIFIC EXPERIENCE OF THE CONSULTANT (AS A FIRM) RELEVANT TO THE ASSIGNMENT: 10 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 10 years (i.e.2011 to 2021). 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.

Footnote from TECH-02 Form:
Similar assignment would cover (a) at least one Environmental Impact Assessment Study for Sanitary Landfill Facility/ Common Solid Waste Management Facility /Hazardous Waste Management Facility /Bio-medical Waste Management Facility and (b) at least two social impact assessments for a public infrastructure project.

APPLICATION OF EVALUATION CRITERIA (I)

Scoring	Number of projects* meeting the requirement	Point Allocation Max. Score allocated for the Criteria(i)	
	Similar assignment experience		10
a)	Maximum 2 projects	3 marks each	
b)	Maximum 4 projects	*1 marks each*	

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

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

1. Technical Approach & Methodology : 20
2. Work Plan: 15
3. Organization and Staffing: 5

[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(II)

1. Sub Criteria : TECHNICAL APPROACH AND METHODOLOGY (20 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		8
	Excellent :Substantially exceeding the specified requirement.	*08*	
	Very Good : Marginally exceeding the specified requirement.	*06*	
	Good: Just meeting the specified requirement.	*04*	
	Average: Marginally below the specified requirement.	*02*	
	Below Average: Substantially below the specific requirement.	*00*	
b)	Methodology		12
	Excellent: Substantially exceeding the specified requirement.	*12*	
	Very Good : Marginally exceeding the specified requirement.	*09*	
	Good: Just meeting the specified requirement.	*06*	
	Average: Marginally below the specified requirement.	*03*	
	Below Average: Substantially below the specific requirement.	*00*	

2. Sub Criteria: WORK PLAN (15 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)	
a)	Work Plan		15
	Excellent: Substantially exceeding the specified requirement.	*15*	
	Very Good: Marginally exceeding the specified requirement.	*12*	
	Good: Just meeting the specified requirement.	*09*	
	Average: Marginally below the specified requirement.	*06*	
	Below Average: Substantially below the specific requirement.	*00*	

3. Sub Criteria : ORGANISATIONANDSTAFFING (05 points)
[Note to Consultant:

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

Scoring	Sub Criteria	Point Allocation Max. Score allocated for the Criteria (ii c)	
a)	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-III

KEY EXPERTS' QUALIFICATIONS AND COMPETENCE FOR THE ASSIGNMENT: 40 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 (III)

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

	General qualifications	**Point Allocation as percentage of Max. Score allocated for the "General Qualification" for specific Key Expert Position**
I	*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) AdequacyfortheAssignment(relevanteducation,training,experienceinthese ctor/similarassignments)*:[70%]*

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

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

Required for FTP or STP ✓		FORM	DESCRIPTION	*Page Limit*
FTP	**STP**			
✓	✓	TECH-1	Technical Proposal Submission Form.	2 pages
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	As required
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	4 pages
✓		TECH-2B	B. Consultant's Experience	25-30 pages
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	2 pages
✓		TECH-3B	B. On the Counterpart Staff and Facilities	2 pages
✓	✓	TECH-4	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)
✓	✓	TECH-7	Code of Conduct (ES)	As required

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

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

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

{OR

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

We hereby declare that:

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

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

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

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

(e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity

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

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

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

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

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

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

We remain,

Yours sincerely,

_____

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

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

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

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

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

B - Consultant's Experience

1. List only previous similar assignments[2] successfully completed in the last *08* years (2013-2022). *Refer Annexure 1 to Section 2 of this RFP*
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

[2] Similar assignment would cover (a) at least one Environmental Impact Assessment Study for Sanitary Landfill Facility/ Common Solid Waste Management Facility /Hazardous Waste Management Facility /Bio-medical Waste Management Facility and (b) at least two social impact assessments for a public infrastructure project.

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

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

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

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

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

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

FORM TECH-5 (FOR FTP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

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

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

FORM TECH-6 (FOR FTP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

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

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

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



Full time input

Part time input

FORM TECH-6
(CONTINUED)

CURRICULUM VITAE (CV)

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

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

_____

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

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

Membership in Professional Associations and Publications:

_____

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

_____

Adequacy for the Assignment:

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

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

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

{day/month/year}

Name of Expert | Signature | Date

{day/month/year}

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

Section 4. Financial Proposal – Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Breakdown of Reimbursable expenses

FIN-5 Bill of Quantity

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Project Director
Kerala Solid Waste Management Project (KSWMP)
4th Floor, Trans Towers, Vazhuthacaud,
Thiruvananthapuram -695014, Kerala, India
Telephone: 0471-2333011
E-Mail: tenderkswmp@gmail.com
Website: www.kswmp.org

Dear Sirs:

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

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

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

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

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

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

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

Yours sincerely,

_____

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

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

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

FORM FIN-2 SUMMARY OF COSTS

For Cluster 1

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC **16.4 of the Data Sheet**; delete columns which are not used}			
	{Insert Foreign Currency # 1}	*{Insert Foreign Currency # 2, if used}*	*{Insert Foreign Currency # 3, if used}*	*{Insert Local Currency, if used and/or required (16.4 Data Sheet}*
Cost of the Financial Proposal				
Including:				
(1) Remuneration (Excluding Investigation Activities) FORM FIN 3				
(2) Reimbursables (Excluding Investigation Activities) FORM FIN 4				
Lumpsum Sub-Total (FIN 3 + FIN 4)				
Investigation Activities (FORM FIN-5)				
(5) Total Cost of the Financial Proposal: (Lumpsum Sub-Total + FIN 5) {Should match the amount in Form FIN-1}				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

Note:

1. **Lumpsum Sub-Total amount shall be paid separately for each cluster upon acceptance of deliverables/milestones as specified in Special conditions of Contract.**
2. **For Investigation Activities, payment shall be made on reimbursement basis using the quoted unit rates against the actual quantity measurements taken by the Client's Representative.**

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

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

For Cluster 4

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC **16.4 of the Data Sheet**; delete columns which are not used}			
	{Insert Foreign Currency # 1}	*{Insert Foreign Currency # 2, if used}*	*{Insert Foreign Currency # 3, if used}*	*{Insert Local Currency, if used and/or required (16.4 Data Sheet}*
Cost of the Financial Proposal				
Including:				
(1) Remuneration (Excluding Investigation Activities) FORM FIN 3				
(2) Reimbursables (Excluding Investigation Activities) FORM FIN 4				
Lumpsum Sub-Total (FIN 3 + FIN 4)				
Investigation Activities (FORM FIN-5)				
(5) Total Cost of the Financial Proposal: (Lumpsum Sub-Total + FIN 5) {Should match the amount in Form FIN-1}				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

Note:

3. **Lumpsum Sub-Total amount shall be paid separately for each cluster upon acceptance of deliverables/milestones as specified in Special conditions of Contract.**
4. **For Investigation Activities, payment shall be made on reimbursement basis using the quoted unit rates against the actual quantity measurements taken by the Client's Representative.**

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC **16.4 of the Data Sheet**; delete columns which are not used}			
	{Insert Foreign Currency # 1}	*{Insert Foreign Currency # 2, if used}*	*{Insert Foreign Currency # 3, if used}*	*{Insert Local Currency, if used and/or required (16.4 Data Sheet}*
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(iv) {insert type of tax· e.g., VAT or sales tax}				
(v) {e.g., income tax on non-resident experts}				
(vi) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

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

FORM FIN-3 BREAKDOWN OF REMUNERATION (EXCLUDING INVESTIGATION ACTIVITIES)

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.

For Cluster 1

A. Remuneration

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

For Cluster 4

A. Remuneration

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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client.

For Cluster 1

B. Reimbursable Expenses

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
__	{e.g., Per diem 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.

For Cluster 4

B. Reimbursable Expenses

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
__	{e.g., Per diem 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

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

COST					
No	**Task/Item**	**Quantity**	**Unit Rate**	**Total Amount With TAX**	**Total Amount in Words**
1	Parameters of Air				
2	Parameters of Water				
3	Parameters of Noise				
4	Task 3 (Independent Review of selected ESIA/ESMPs for dumpsite remediation)	2			
	Grand Total in FIGURES				
	Grand Total in WORDS				

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;[3] (ii) to be a nominated[4] 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[5] 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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3 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.

4 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.

5 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

Kerala Solid Waste Management Project (KSWMP)

Preparation of Environmental and Social Impact Assessment

for regional Sanitary Landfills and Transfer

Stations in two Clusters and independent review of ESIAs for dumpsite remediation

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January 2023

Abbreviations and Acronyms

APHA	American Public Health Association	PCK	Plantation Corporation of Kerala
BIS	Bureau of Indian Standards	PDO	Project Development Objective
CRZ	Coastal Regulation Zone	PAD	Project Appraisal Document
CPCB	Central Pollution Control Board	PIM	Project Implementation Manual
DPR	Detailed Project Report	PFR	Pre-Feasibility Report
EC	Environmental Clearance	RAP	Resettlement Action Plan
EIA	Environmental Impact Assessment	REOI	Request for Expression of Interest
ESMF	Environmental and Social Management Framework	SPMU	State-level Project Management Unit
ESMP	Environmental and Social Management Plan	SEIAA	State (or Union territory) Level Environment Impact Assessment Authority
FPIC	Free, Prior and Informed Consent	SEAC	State Expert Appraisal Committee
FS	Feasibility Study	SIA	Social Impact Assessment
GRM	Grievance Redressal Mechanism	SLF	Sanitary Landfill Facility
KINFRA	Kerala Industrial Infrastructure Development Corporation	SWM	Solid Waste Management
KSWMP	Kerala Solid Waste Management Project	TDF-SMF	Tribal Development Framework-Social Management Framework
MoEF& CC	The Ministry of Environment, Forest and Climate Change	TSC	Technical Support Consultant
NABET	National Accreditation Board for Education and Training	ToR	Terms of Reference
NOC	No Objection Certificate	ULB	Urban Local Body`
NGO	Non-governmental organization	WSA	Waste Shed Areas
NGT	National Green Tribunal	WBG	World Bank Group
PP	Project Proponent		

7.1 **BACKGROUND TO THE STUDY**

Kerala has been urbanizing more rapidly than the national average. According to the last census, from 2001 to 2011 the percentage of urban population nearly doubled, with an Annual Growth Rate of urban population of 6.5 percent and a population density - 859 persons/sq. km, thrice the national average - 382 persons/sq.km. About 48 percent of the state's population lives in urban areas (covered under 93 ULBs, and notified urban agglomerations), with 52 percent of population concentrated in mid-small sized ULBs between 20,000-100,000 people, and the remaining 48 percent in bigger ULBs of over 100,000 people.

Government of Kerala has enabled policies and established agencies to support SWM activities across the state. Still SWM services in the state need improvement particularly in various infrastructure and service delivery systems across the value chain. This includes engineered landfills for secured landfilling of inert waste/rejects.

Kerala State Solid Waste Management Project (KSWMP), under LSGD, is implementing the Solid Waste Management Project in 93 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) and Asian Infrastructure Investment Bank (AIIB), each providing financial of USD 105 million and State Government contributing USD 90 million.

The Project Development Objective is to strengthen the institutional and service delivery systems for solid waste management in Kerala. 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

Component 2- Grant support to ULBs for SWM.

Component 3 - Development of regional SWM facilities.

Under Component 3, KSWMP provides for the development of regional facilities including:

a. regional sanitary landfills (SLF)and transfer stations (TS) for municipal solid waste disposal;
b. regional C&D waste management facilities;
c. regional processing and recycling facilities; and
d. closure/remediation of existing dumpsites

In order to facilitate scheduled collection and transportation of the rejects to each landfill, several transfer stations are required in each cluster. Regional planning including clusters and sub-clusters was conducted in 2022, and led to identifying candidate land parcels for developing SLF facilities and associated TS in two out of five clusters.

For this particular assignment, SPMU envisages to hire the services of a consultant (firm) for conducting the Environmental and Social Impact Assessments for the development of regional SWM infrastructure including transfer stations (SLF and TS), for the two clusters (Cluster 1 and 4) where candidate sites have been identified for 1 SLF + 4 TS and 1 SLF+8 TS respectively. Refer Annexure II for getting the cluster details of the project.

This document gives a detailed scope of the work to be considered by the E&S Consultant for conducting the Environmental and Social Impact Assessment.

7.2 PROJECT CATEGORIZATION UNDER ESMF

Depending on the type of investments and nature of activities, proposed subprojects will have varying impacts on the environment and people. Hence, the type and extent of environmental and social assessment to be carried out to identify and mitigate the impacts also largely depends upon the complexities of project activities and exact locations. It is important to identify the probable impacts and plan for mitigation measures early on, to manage them effectively.

- **Environmental Screening**

As per ESMF for KSWMP (https://kswmp.org/esmf-guidelines), to facilitate effective screening for Environmental aspects, the subprojects may be categorized as E1, E2, and E3 linked to extent and severity of impacts (depending on the type of activities and Locational characteristics) and regulatory requirements, which will be identified through a screening at the subproject Feasibility or Detailed Project Report stage. Environmental categorization of projects and their safeguard requirements are detailed in the below table.

Table 1: Subproject Categorization based on expected Environmental Impacts as per ESMF

Proposed Subproject Categories	Description	
	Extent of Environmental impacts	Type of Projects and Management Tools
E1	Significant	Projects with significant negative impacts including those which require EIA / CRZ clearance as per national regulations (Category A or B as per EIA notification and those which need CRZ clearance at National Level), and those which might impact sensitive environmental components including natural habitats. Project-specific detailed EA preferably by an independent agency. In case the DPR consultant undertakes the EIA; this will be reviewed by an independent consultant for better alignment with project details. WB requirements and national/state laws and regulations are to be followed (in case of inconsistency between them, the more rigorous requirements will apply). Specific mitigation/monitoring measures including those to improve environmental performance, ensure environmental sustainability and climate resilience/adaptation.
E2	Moderate	Projects with moderate impacts (and those which will not require EIA clearance and may require CRZ clearance at State level). Project-specific EA along with the DPR. Project-specific EMP including measures to improve environmental performance, sustainability, and climate resilience/adaptation. WB requirements and national/state laws and regulations are to be followed (in case of inconsistency between them, the more rigorous requirements will apply).
E3	Minimal	Projects with minimal negative impacts. Screening Report with measures to improve environmental performance, sustainability, and climate resilience/adaptation; and generic EMP

- **Social Screening**

Social screening is done to collect basic information on social aspects of the proposed sub-projects. Those sub-projects that have potentially significant social issues are to be identified and based on the level of expected social risks and impacts; detailed social impact assessment is conducted at Feasibility or DPR stage. Level of social risk at sub-project level and requirement of safeguard instruments are explained in the table below.

Table 2: Subproject Categorization based on expected Social Impacts as per ESMF

Proposed Subproject Category	Extent of Social Impacts	Type of Projects and Management Tools
Substantial	Loss of assets[6], loss of livelihood, risk of social exclusion from accessing benefits (vulnerable and women), up to30 labour at the site at any given time and incidence of gender-based violence reported within 100 meters of radius of the sub-project	Sub-project Specific: Resettlement Action Plan[7](includes livelihood plan); Tribal Development Plan[8]; Social Management Plan (include Labour management Plan, Gender action plan, stakeholder engagement to be annexed to the DPRs) to be prepared in accordance with the project specific Tribal Development Framework and Social management Framework (TDF-SMF) and Resettlement Policy Framework (RPF)
Moderate	Affected people are not physically displaced but there is loss of asset and/or livelihood[9]; risk of social exclusion from accessing benefits (vulnerable and women) more than 20 but less than 30 labour at the site at any given time and incidence of gender-based violence reported within 100 meters of radius of the sub-project.	Sub-project Specific: Resettlement Action Plan (include livelihood plan); Tribal Development Plan; Social Management Plan (which will include Labour management Plan, Gender action plan, stakeholder engagement to be annexed to the DPRs) to be prepared in accordance with the project specific Tribal Development Framework and Social Management Framework (TDF-SMF) and Resettlement Policy Framework (RPF)
Low	No land required, no loss of livelihood, no adverse impact on Scheduled Tribe, risk pertaining to social exclusion from accessing benefits (vulnerable and women) and less than 10 labour at the site at any given time and no incident of gender-based violence reported.	Social Management Plan to be(which will include Labour management Plan, Gender action plan, stakeholder engagement to be annexed to the DPRs)

As per PAD (Refer Para 39 & 40), PIM (Refer Section 3.2.4 & 3.5) and ESMF (Refer Section 2.4.2&3.2.2 of EMF document and Chapter 4, 5, 6 and TDF-SMF and RPF) Safeguard documents (environmental impact assessment and social impact assessment) pertaining to Environmental "E1"

[6] In case land is to be acquired, then the Revenue Department will carry out the Social Impact Assessment and prepare Social Management Plan which will be reviewed by the DPR or Independent Consultant to align with the requirements of the TDF-SMF and RPF and prepare the RAP.

[7] While waste minimization (3Rs – Reduce, Reuse, Recycle) must be at the core of any sustainable SWM system, engineered landfill facilities are always necessary for safe disposal of rejects and other residual waste.

[8]Each time a subproject impacts (positively and/or adversely) Scheduled Tribe then TDP will be prepared and Free Prior Informed Consultation will be carried out as described in this Annexure III.

category and social 'substantial' and 'moderate' impact levels, investments as defined in the above Table 1 and 2shall have to be prepared by an independent consultant other than the Technical Support Consultants (TSC) or FS engineering Consultant of KSWMP and based on an agreed ToR to ensure independence in the assessment of the impacts. E1 category is assigned to the subproject as per National EIA Notification 2006 and its amendments, Common SWM facilities are identified as those of major environmental impacts and require Environmental Clearance from the Ministry of Environment, Forests and Climate Change (MoEFCC) or the State.[10] It is expected that detailed Environmental Screening will also identify the site sensitivities in detail. It is expected that for environmental Impacts, the same document will cover the clearance requirements as required under national and state regulations including EIA Notifications, 2006 and its amendments, and CRZ Notification 2019 and any other applicable. In case land is to be acquired, as per the Right to Fair Compensation and Transparent Land Acquisition and Rehabilitation and Resettlement Act 2013 (RFCTLAR&R Act), Social Impact Assessment and Social Management Plan are to be prepared by the Revenue Department. The SIA and SMP will be reviewed by the DPR or Independent Consultant and finalized to align with the requirements of the TDF-SMF and RPF and prepare the RAP, as required. A RAP will be prepared for those dependent on land that is not privately owned by the consultant.

7.3 **OBJECTIVES**

The objective of the assignment is to conduct Environmental Impact Assessment and Social Impact Assessments –as part of the safeguard instruments as per ESMF -for the "E1"category subprojects as per EMF, and 'Substantial and moderate' for social sub-projects defined in the KSWMP.

7.4 **SCOPE OF WORK**

- **Important Notice to consultants**

(i) The consultants should be accredited by NABET as required by National EIA requirements. The consultant will also address all relevant environmental and social concerns for the preparation of an Environment Impact Assessment and Social Impact Assessment Report[11] in respect of the project or activity for which prior environmental clearance is sought from Expert Appraisal Committee or State level Expert Appraisal Committee (SEAC). Thus, the consultant shall be well versed in the preparation of EIA as per National EIA / CRZ clearance requirements, and SIA also based on The World Bank (WB) safeguard policies, The World Bank Group (WBG) EHS, and Good International Industry Practices (GIIPs).

(ii) The detailed description of services is not an exhaustive list and could incur slight variations as activities progress. The consultant may refer to Annexure I for detailed scope and ESMF document available on the websitewww.kswmp.org.

(iii) An engineering consultant will be recruited in parallel to the present assignment to conduct the Feasibility Study (FS). Under the present assignment, the Consultant shall maintain close

[10]Whether the clearance will be from center or the State will be identified only once the project is submitted to SEAC for issuance of detailed ToR

[11]Note: Social assessment doesn't need clearance from EAC

cooperation with the FS consultant to share any primary and secondary data and information with the FS consultant in order to avoid and minimize project impacts, while impacts assessment will initiate based on sub-project preliminary design communicated by FS consultant, and will be completed only based on Final Feasibility Report.

(iv) Whenever tribal communities may be affected by a sub-project during construction or operation, the consultant is to undertake FPIC as described in Annexure III.

- **Broad Scope of work (see Annexure 1 for detailed Scope of Work)**

The scope of whole work is sub divided as three tasks as given below:

Task 1 Conducting Environmental and Social Impact Assessment for the **Proposed Sanitary Landfill Facility at Cheemeni (Cluster 1) and the associated Transfer Stations** and obtaining Environmental Clearance, and all permits/ environmental clearances as required under various National / State Regulations as identified through FS, EIA and SIA

Task 2 Conducting Environmental and Social Impact Assessment for the **Proposed Sanitary Landfill Facility at Ambalamedu (Cluster 4) and the associated Transfer Stations** and obtaining Environmental Clearance, and all permits/ environmental clearances as required under various National / State Regulations as identified through FS, EIA, and SIA

Task 3 Independent Review of selected EIA/EMPs, SIA/SMPs for dumpsite remediation) prepared by Technical Support Consultants (TSC) as per KSWMP ESMF

The broad scope of the proposed consultancy is as follows:

For Task 1 and 2 above:

(i) ***Conducting EIA/SIA:*** Conduct Environmental Impact Assessment and Social Impact Assessments, for the proposed subprojects categorized as "E1" category for Environmental Risks and "substantial and moderate risk" for Social Risks as per ESMF for KSWMP (Refer Table 2 for Risk Categorization) and preparation of sub-project/Site-Specific Environmental Management Plan, Social Management Plan (including Gender Action Plan, livelihood action plan[12] and Labour management Plan), and Resettlement Action Plan, and Tribal Development Plan (when required) and other plans so that positive impacts of the project are ensured/enhanced and adverse impacts during pre-construction, construction and operation stages of the Project and all associated/ancillary works and linked activities / associated facilities if any, are managed following the mitigation hierarchy. This should follow the EIA Notification 2006 and its amendments; other National/State regulatory requirements and WB Safeguard Policies, as guided by the Environment Management Framework (EMF), Tribal Development Framework and Social Management Framework (TDF-SMF) and Resettlement Policy Framework (RPF) of KSWMP

(ii) ***Obtaining Approvals / Environmental Clearance:*** The Consultant shall support the Client in getting the EIA/SIA approvals and Environmental Clearances as necessary including preparing and submitting necessary forms and applications, follow up on the clarifications / queries from statutory bodies, ensure the authorities are provided with sufficient information to obtain the

[12] The livelihood action plan will be based on an assessment of all those dependent on the site including ragpickers.

approvals such as Environmental Clearance for the two Clusters. The consultant shall also prepare required documents, conduct discussions as required for obtaining statutory permissions/NOCs, if the projects fall in delineated Coastal Regulation Zones/ Areas, or as required under various applicable environmental regulations (pertaining to site), as identified through EIA and SIA.

(iii) Citizen Engagement:

(a) Stakeholder Consultations during EIA/SIA and on Draft EIA/SIA: The consultant shall conduct stakeholder consultations/Focus Group Discussions to mainstream citizen engagement in the sub-project cycle. The subproject shall ensure two-way communication and engagement throughout the EIA and SIA and preparation of the E&S Management Plans. The Citizen Engagement framework includes mapping of stakeholders: both service providers and generators; map the vulnerable in each category, identify them in the specific sites/location; engage with stakeholders (planning for sub projects); ensuring that the vulnerable are represented; organize the ward level stakeholder consultations on the draft EIA/SIA.

(b) Public Hearing for EC: For Environmental Clearance of the two Clusters, the Consultant shall arrange public hearing at the site or in its close proximity- district wise (or as prescribed by the relevant authorities) for ascertaining concerns of local affected persons and get No Objection Certificates (NOC) from Kerala State Pollution Control Board. Procedures to be carried out for arranging project based public hearings shall be the responsibility of the consultant. This includes advertisement in the local newspapers and social media, discussions in the Ward Sabhas, distribution of IEC materials etc. The concerns of the public/project affected people shall be incorporated in the final EIA/SIA report. ***(iv) Disclosure*** Requirements***:*** The consultants are to provide support and assistance to the Client (SPMU) in meeting the disclosure requirements, which shall meet the World Bank policy on public disclosure, and National / State requirements. The consultants shall prepare a plan for in-country disclosure, specifying the timing and locations for consultations; translate the key documents, such as the EIA/SIA summary in Malayalam (local) language; draft the newspaper (leading and local newspapers) announcements for disclosure, and help the SPMU to place all the EIA reports in the website-www.kswmp.org. All comments/suggestions of the public hearing shall be well recorded and filed at SPMU for future reference, and EIA/SIA shall be updated with details of consultations and addressing the comments of all stakeholders and redisclosed.

For Task 3 above:

(v) The consultant shall conduct an Independent Review of select EIA/EMPs and SIA/SMPs prepared by TSC for dumpsite remediation (following the requirements in KSWMP ESMF). SPMU will inform the consultant on the reports to be reviewed as and when ready and the consultant will be retained for the task for the project period. This consultant will review the documents (with an understanding on the site and proposed remediation activities based on available site details/reports and a site visit), prepared by the TSC consultants and suggest / guide on additional studies and due diligence required on the selected sites, which will be subsequently carried out by TSC to update and finalize the report.

7.5 APPLICABLE STANDARDS, POLICIES AND GUIDELINES

The Consultant is expected to follow all the applicable National and State Government of Kerala (GoK) Environmental and Social laws, regulations, standards and guidelines in addition to the below:

(i) ESMF (EMF, SMF, TDF) of KSWMP (https://kswmp.org/#) which also describes the World Bank Group EHSGs

(ii) CPCB/KSPCB guidelines/Environmental Standards

(iii) EIA notification 2006 and latest amendments, based on the Environment Protection Act, 1986 and its amendments.

(iv) CRZ notification 2019 and any latest amendments

(v) RFCTLAR&R Act 2013 and GoK's state R&R policy 2017.

(vi) GoK's State Tribal laws and policies

(vii) The World Bank Operational Policies (OP/BP 4.01,4.04,4.09, 4.10, 4.11& 4.12)

7.6 SCHEDULE OF DELIVERABLES

The Consultant will deliver the subproject-specific Management Plans in compliance with the applicable requirements, and recommendations as per the state and national standards and WBG safeguard policies, in line with ESMF for KSWMP. Consultant may also refer Section 5.4 of Chapter 5 of the Document 'Scheme for Accreditation of EIA Consultant Organizations' by QCI-NABET.

No.	Deliverables	Expected period from date of Contract
A) Task 1 & Task 2		
1	Inception Report	2 weeks
2	Preparation of draft ToR for conducting EIA study as EIA notification 2006	4 weeks
3	Preparation of final ToR for conducting EIA study as per EIA notification 2006	6 weeks
4	Interim Report Detailing status of activities incl. review of environmental screening, data collection, road blocks, main findings, details on host community, methodology for social screening and impact assessment, any modification of methodologies,	8 weeks
5	Stakeholder Consultations	10 weeks

No.	Deliverables	Expected period from date of Contract
5a	Draft Environmental Impact Assessment and Social Impact Assessment report (with translated summary in Malayalam) including ESMP, Monitoring Plan, Budget, Institutional Responsibilities	20 weeks
5b	Final Environmental Impact Assessment and Social Impact Assessment report (with translated summary in Malayalam) including Resettlement Action Plan ESMP, Monitoring Plan, Budget, Institutional Responsibilities (also including monitoring data for Pre-monsoon (April-Mid may) and post monsoon (August)	26 weeks
6	Gender Action Plans (GAP)	32 weeks
7	Livelihood Action Plan	
8	Labour Management Plan (LMP)	
9	Tribal Development Plan-(TDP)	36 weeks
10	Documentation & arrangements for obtaining the Environmental Clearance & all related statutory clearances	40 weeks
11	Handholding the Client for obtaining the Environmental Clearance & all related statutory clearances	Until issue of the EC & related clearances
B) Task 3		
1	Submission of draft comments on EIA documents for Dumpsite Remediation prepared by TSC	From 14th week for each subproject EIA and SIA documents under Task 3
2	Submission of final comments on EIA documents for Dumpsite Remediation prepared by TSC	Two weeks for each subprojects EIA & SIA document from submission of draft EIA/SIA

7.7 KEY STAFF

EIAs are essentially multi-disciplinary activities where inputs are required from specialists having knowledge of the industry/sector for which EIAs are to be carried out as well as in functional areas like land use, air pollution control, air quality modeling, water pollution control, noise and vibration, ecology,

ecotoxicology, bio-diversity, sociology and socio-economy, risks and hazard management of solid waste etc.

The Consultant should note that the presence of Schedules Tribes was confirmed at least one SLF site. FPIC will necessitate experience in engaging tribal communities, specifically in Northern Kerala either through Key staff or by hiring specific staff to conduct the consultation and information with the concerned communities, in their own language e.g., Tulu.

The Consultant's team is expected to include the following key staff and supporting staff for the EIA study which shall also include the minimum requirements of the Consultant Organization as per NABET accreditation. The Consultant may refer Section 5.1 of Chapter 5 of the Document 'Scheme for Accreditation of EIA Consultant Organizations' by QCI-NABET while considering the qualification and experience of EIA Coordinator, Functional Area Experts (FAEs) and Functional Area Associates (FAAs).

- Team Leader
- EIA Coordinator
- Social Development Expert
- Environment Expert (Ecotoxicology/Chemicals/Hazardous wastes)
- Ecology and Biodiversity Expert
- Cultural Heritage Expert
- Labour Management Consultant
- Gender & Communication Expert
- Stakeholder Engagement Expert
- Livelihood and Tribal Development Expert
- Functional Area Expert of various EIA modules as per NABET (Noise, Air quality, SWM, Water pollution, Land use, hydrogeology, ground water and water conservation)

No.	Key Staff	Qualification and Experience
K1	Team Leader	• A post-graduate / doctoral degree holder in Civil or Environmental Engineering or Social Sciences or a related field with at least 15 years of experience in delivering ESIA for Multilateral/Bilateral agencies; or EIA for National projects. • Experience of preparing environmental assessments and social assessment and environmental and social management plans, Knowledge of the National and World Bank's operational policies/directives, guidelines, and procedures related.
K2	EIA Coordinator	• Master's degree in Civil/Environmental/Chemical engineering • NABET accredited EIA Coordinator for Solid Waste Management • At least 10 years of experience on environmental impact assessment and/or environmental management aspects of development projects including common solid waste management projects • Experience of preparing environmental assessments and environmental management plans, knowledge of the World Bank's operational policies/directives, guidelines, and procedures related.
K3	Social	• Master's degree in Social Science/Social Work/Sociology/Rural

No.	Key Staff	Qualification and Experience
	Development Coordinator	Development/Economic Sociology or any other social subject • At least 10years' experience in social development in which at least 2 years of experience in ESIA projects. • Experience in conducting baseline socio-economic surveys/ focus group discussions/ participatory rural appraisal (PRA)/rapid rural appraisal (RRA) and social screening for identifying potential social risks(any development project funded by central/state government/ international agencies) • Adequate knowledge of SIA legislation process in India and completed at least 3 SIA projects • Experience in engaging with Scheduled Tribes • Experience with FPIC (Free Prior Informed Consultation) will be an advantage • Experience in livelihood development activities
K4	Environmental Expert	• A Master's degree holder in Environmental Engineering, biochemistry or ecotoxicology or related with at least 5 years of experience in undertaking waste -related EIA / ESA studies • Experience in screening and testing of hazardous substance and pollutants such as pesticides, fungicides, herbicides, etc.
K5	Ecology &Biodiversity Expert	• University Post graduation degree/ doctorate in zoology, Botany, Forestry, Environmental Science, subjects of natural science, biotechnology • At least 5 years of experience on bio-diversity aspects of environmental assessment and/or environmental management of development projects including solid waste management
K6	Cultural Heritage Expert	• Masters/Bachelors degree in Conservation, Archeology, Heritage, or similar disciplines. • Minimum 5 years' experience in preparing impact assessments related to physical and cultural resources
K 7	Land Acquisition Expert	• Masters in social sciences or similar. • Minimum 5 years' experience in preparing Land acquisition Plans • Experience in rehabilitation procedures
K8	Labour Management Consultant	• Bachelor's degree in labour law • 5 years' experience in working on labour welfare • Experience in preparing labour management plans for developmental projects
K9	Gender & Communication Expert	• Master's in Social Sciences, with specialization in Gender or other allied subjects with over 5 years of relevant experience in stakeholder engagement and consultations. • Similar relevant work experience on at least two previous projects that used the participatory and community-based approach.

No.	Key Staff	Qualification and Experience
K10	Stakeholder Engagement Expert	• Master's in social work/Social Science with 5 years' experience in community consultation and social mobilization and local institution development • Experience with Scheduled Tribes
K11	Livelihood and Tribal Development Expert	• Master in Gender, Social Sciences, demography or Development with over 5 years of relevant experience in livelihood development activities and tribal development activities
Others	NABET accredited Functional Area Experts as required for EIA (Noise, Air quality, SWM, Water pollution, Land use, hydrogeology, ground water and water conservation, health and safety)	• Bachelor's (graduate) degree or equivalent in technical subjects such as Engineering, Technology, Architecture, Environmental Planning, Town Planning and the like from a UGC /AICTE recognized University/ Institution in specific disciplines as mentioned against each functional area (Refer Section 2.3 of Appendix A of document 'Scheme for Accreditation of EIA Consultant Organizations' by QCI-NABET). • An in-depth knowledge in their respective areas of specialization. • Understanding of the EIA process, legislations and rules/regulations with respect to the functional areas applied for.

7.8 PAYMENT MILESTONES

The Consultant shall be paid as per the payment milestones set out in the following Table. For the purpose of release of payment, the **Task 1** and **Task 2** shall be considered as two independent assignments, with mutually exclusive set of deliverables.

For **Task 3**, the Consultant shall undertake all the activities stipulated in the scope of work defined for the Task 3 for those specific sites to be shared in writing by the Client. In the financial BoQ of this RFP, an indicative number of two sites are provided. However, the actual number of sites for Task 3 would depend upon the outcome of a study being undertaken by another set of Consultants. If the number of sites increase beyond the two sites indicated in the Financial BoQ, the Client will grant a variation order for the additional sites, based on the unit rate entered by the Consultant for one site.

No.	Deliverables	Expected period from date of Contract	Payment Milestones
A) Task 1 & Task 2			
1	Inception Report	2 weeks	5%
2	Preparation of draft ToR for conducting EIA study as EIA notification 2006	4 weeks	0
3	Preparation of final ToR for conducting EIA studyas per EIA notification 2006	6 weeks	10%

No.	Deliverables	Expected period from date of Contract	Payment Milestones
4	Interim Report Detailing status of activities incl. review of environmental screening, data collection, road blocks, main findings, details on host community, methodology for social screening and impact assessment, any modification of methodologies, etc.	8 weeks	10%
5	Stakeholder Consultations	10 weeks	0
5a	Draft Environmental Impact Assessment and Social Impact Assessment report (with translated summary in Malayalam) including ESMP, Monitoring Plan, Budget, Institutional Responsibilities	20 weeks	10%
5b	Final Environmental Impact Assessment and Social Impact Assessment report, Resettlement Action Plan (RAP)(with translated summary in Malayalam) including ESMP, Monitoring Plan, Budget, Institutional Responsibilities	26 weeks	15%
6	Gender Action Plans (GAP)	32 weeks	15%
7	Livelihood Action Plan (LAP)		
8	Labour Management Plan (LMP)		
9	Tribal Development Plan-(TDP)	36 weeks	
10	Documentation & arrangements for obtaining the Environmental Clearance & all related statutory clearances	40 weeks	10%
11	Handholding the Client for obtaining the Environmental Clearance & all related statutory clearances	Until issue of the EC & related clearances	25%
B) Task 3			
1	Submission of draft comments on EIA documents for Dumpsite Remediation prepared by TSC	From 14th week for each EIA & SIA document under Task	50%
2	Submission of final comments on EIA documents for Dumpsite Remediation prepared by TSC	Two weeks for each EIA & SIA document from submission of	50%

7.9 INPUTS FROM CLIENT

Client will make available the following to the Consultant:

(i) Introduction letters to concerned authorities regarding the scope of work of the consultants and type of supports to be provided.

(ii) Any supporting documents at the Client's disposal necessary for the completion of the consultant's duties.

(iii) Access to all available studies, reports, documents, and contracts related to the Project on request by the consultants.

(iv) Access to the sites to conduct required tests and studies

(v) Assistance in arranging meetings with the concerned Departments of the Government of Kerala, project executing agencies and other authorities and stakeholders as necessary during the consultant's work, based on consultant's request.

(vi) The consultants shall verify the correctness of the data/information provided by the Client and satisfy themselves with the accuracy of data/information /material before these are used. Data/information/material provided to the consultants shall remain the property of the originating agency and shall be provided solely for the purpose of the work conducted under this contract. All such borrowed material shall be returned to the Client/concerned agency/originating agency upon completion of the assignment. Apart from data/information provided by the Client and that which the consultants could procure from other agencies, the consultants shall be responsible to collect any other data/information required for the assignment, through field survey and investigations.

7.10 CONSULTANT'S FACILITIES

It should be noted that the consultant shall arrange all the administrative, technical, professional and support staff needed to carry out their services efficiently. The Consultants shall also be responsible for arranging all other necessary facilities, and logistical support for its staff/teams engaged, including accommodation, vehicles/transportation, office equipment, field survey and investigation equipment, laboratory testing, communications, utilities, office supplies and other miscellaneous requirements wherever applicable to render their services. During the site inspection health and safety guidelines have to be taken into account by the Consultants for their field staff.

ANNEXURE 1: Detailed scope of work for EIA &SIA as laid down in the ESMF

Note: Additionally, the Consultant shall undertake all necessary activities required for facilitating the issue of the Environmental Clearance for the Regional SWM Infrastructure in Cluster 1 and Cluster 4, as prescribed in the EIA notification 2006 and latest amendments, based on the Environment Protection Act, 1986 and its amendments.

Section A – Environmental Impact Assessment

Tasks which are involved in Environmental Impact Assessment include:

(i) Updating the Screening Sheet:

The consultant shall review the Environmental Screening(Stage 1, 2) provided by the SPMU and review this vis-a-vis the Project Details and locational characteristics. This shall be updated to identify the issues which need attention, conform its categorization as per ESMF also National EIA / CRZ or other requirements.

(ii) Background of the Project:

A review of the project background shall be assessed with respect to (a) status analysis of the baseline scenario and existing solid waste management practices across the value chain (b) description of each of the proposed components, activities and sub-activities. The task shall also bring out the rationale, the need for the proposed project, and list out the various benefits of project implementation. As part of this activity, the consultant shall provide necessary maps to scale.

(iii) ***Environmental Scoping:***

Environmental scoping shall be undertaken to identify the environmental hot spots along the project corridors, project relevance to climate change and determine the level of environmental analysis required for the EA. The consultant shall carry out a preliminary analysis to assess the nature, scale, and magnitude of the impacts that the project is likely to cause on the environment. In case of significant environmental impacts encountered (may apply to the entire project/specific project interventions/specific locations), the consultants shall explore possible alternatives to the project and/or project components in a consultative manner. As guided by ESMF, Analysis of alternatives should also cover alternatives to the subproject location, design, technology, and O&M approach.

The scoping exercise shall be supported through secondary and reconnaissance surveys and, stakeholder consultations on the existing environment scenario. As part of the exercise, the consultants shall:

(i) Identify sensitive locations in the project area including regionally or nationally recognized environmental resources and sensitive receptors including manmade land uses and activity areas like hospitals, schools, etc. This also should include details on past landuse&existing contamination on site, as guided by the screening format in EMF.

(ii) Establish baseline environmental quality concerning air, water, and noise at sensitive receptors.

(iii) List and map common property resources such as roadside trees; forests, large water bodies; and major physical cultural properties, etc. Identify Human settlement, physical infrastructure, and project activities that would result in severance.

During preliminary site screening and from media reports, it was identified that one of the sites, Cheemeni in Kasargod is identified as reporting historical contamination due to pesticides. In case of any possibility of historical contamination this will also include Environmental Site Assessment in line with National Guidelines[13](Identification, Preliminary Investigation) and international good practices (such as ASTM standards for Environmental Site Assessment – (Phase 1 and 2)). The intent of this is to assess if current or historical property uses have impacted the soil or groundwater beneath the property and could pose a threat to the environment and/or human health. Identification (Ph 1) reports typically include a discussion of observed suspect asbestos containing materials, potential lead-based paint, pesticides, and any other contaminant. Sampling and monitoring for this shall be performed in soil and water if found required. The consultants shall also appraise the project in terms of substantial greenhouse gas reduction potential and substantial need for adaptation to possible climate change effects.

The consultants shall review various earlier studies such as feasibility and detailed project reports, etc., of the project and understand the project and various aspects associated with the same. This shall provide a base to formulate the environmental surveys necessary for the project and assessing the impacts of the same.

(iv) ***Legislative and Regulatory Considerations:***

A review of the legal and regulatory provisions applicable to the project shall be carried out in this task. The objective of the review is to bring out the legal and policy issues to be addressed in the project at various stages of project development such as planning, design, execution, and operation. In addition to the national and local regulations, the WB operational policies and its applicability to the projects need to be reviewed and a detailed gap assessment with the country legislations and the methodology to bridge the gaps needs to be presented. The review shall thus provide a complete list of regulatory formalities required for the project and various clearances required from different regulatory agencies including the State Pollution Control Board.

(v) ***Preparation of Environmental Profile and environmental Impact Assessment***:

The first activity under this task would be the determination of the project influence area based on the expected impact/influence of the project over the region. In the case of regional/ cluster level projects like regional landfills or centralized treatment facilities for multiple ULBs, the project influence area can be assumed as regional. Impacts over project region shall be considered for analysis and an appropriate region of influence shall be selected as project influence area. This must ideally include natural/physical boundaries and must be expanded to coincide with the nearest administrative boundary to ensure mitigation actions are implemented.

An environmental profile of the project influence area shall be prepared, based on appropriate primary and secondary surveys and field investigations. The objective of this profile is to establish existing environmental conditions of the project area, in terms of air, water, noise, soil and other environmental parameters, which should form the basis for the prediction of impacts due to proposed

[13] Guidance document for assessment and remediation of contaminated sites in India

project activities. As part of this, the environmentally sensitive land uses (protected natural areas, areas of ecological value, sensitive receptors like schools, hospitals, etc.) would also be identified and plotted on a map to scale.

The extent and duration (at least one season for rapid assessment and the three seasons for full detailed assessment) of surveys shall be judiciously decided by the consultant as per requirements of the environmental regulations applicable in India and guidelines of international funding agencies. The profile prepared shall be adequate to predict the impacts of the project and shall cater to the requirements of obtaining necessary environmental clearances from the authorities. The profile shall essentially include all physical, ecological and socio-economic components of the project environment and bring out the salient and sensitive features of the same. Important aspects such as reserve forests, national parks, major water bodies, structures of archaeological/historic importance, and other environmental resources (if any) shall be identified and salient features of the same shall be presented.

Baseline assessment shall be carried out based on the outcome of Environmental Scoping carried out for the project. The baseline conditions shall be established through detailed primary level field surveys. All assessments as required for National EIA Notification and WB Safeguard policies applicable to KSWMP; namely OP 4.01 **Environmental Assessment**, OP 4.04 **Natural Habitats**, OP 4.09 **Pest Management**, OP 4.11 **Physical Cultural Resources** (PCR) shall be conducted. The specific tasks under this include the following:

(vi) Data shall be collected on relevant physical, biological, and socio-economic conditions to establish the current environmental status of the project area. The data collection should be undertaken to arrive at meaningful information that will facilitate the assessment of impacts and preparing the management plans. Broadly, the following form of the data categories shall be covered.

(vii) Physical environment, including topography, geology and geomorphology, slope stability inventory (to include identification of landslide or erosion-prone areas), hydrology and water resources, unique features (rocks, waterfalls etc.), air quality, surface water/ ground water quality, noise level.

(viii) Climate Conditions and projected climate change: Compile all available historical and current data on average annual and monthly temperature and precipitation, highs and lows, and available information on flood levels and areas of influence. Compile available information on climate change projections for the area of study. Make a conclusion on the potential effects of temperature/rainfall and storm intensity variations – from both present variability and with the anticipated effects of climate.

(ix) Biological/ecological environment, including flora and fauna in the project area (both aquatic and terrestrial, and identification of any endangered, threatened or legally protected species as well as species of economic or cultural importance), forest cover and quality, and description of aquatic or terrestrial wildlife habitat and movement including any zones or locations of known wildlife crossings within project's area of influence.

(x) Qualitative analysis of the environmental attributes using Indices namely, air quality index, water quality index, ecological indices etc. shall be done for assessing existing environmental status.

(xi) Examine and submit details of storm water/ leachate collection from the proposed landfill sites

(xii) All environmental samples collection and their analysis shall be done as per BIS and APHA Standards and through NABL accredited laboratories.

(xiii) Traffic management plan shall be developed based on the existing traffic scenarios in and around the project influence area.

(xiv) Deforestation/trees cutting (both direct but also indirect/induced through project influx, changes to land use, etc.) shall be identified and a compensatory afforestation programme shall be developed and the same may be included in the project EMP.

(xv) The current land uses at the proposed project site and the study area using maps plotted to an appropriate scale, covering lakes/ponds and their uses, forests and its classification, ecologically sensitive areas (sanctuaries, national parks, wildlife corridors, identified areas of nesting, common properties, hilly, grazing, sensitive areas, mangroves and/or of interest of migratory birds, etc.), prominent landmarks, sensitive receptors, community severance, village settlements, agricultural lands, pasture, and barren lands, various categories of CRZ areas if any, etc. In case of any existing structure or facility at the proposed site, the consultant shall conduct Environmental Audit and suggest mitigation measures to make it environmentally acceptable and adhering to the standards prescribed in National State regulations and EMF. Linked / associated facilities need to be identified and impacts and mitigation measures arrived at. When the subproject depends on a collection transportation system (existing or proposed or a treatment & disposal system, the impacts due to and on these shall also be identified and mitigated.

(xvi) Critical areas of environmental importance shall be identified as an output of the current environmental status of the project sites

(xvii) The Consultant shall identify positive and negative impacts likely to result from the proposed project, interpreting “environmental” throughout the Environmental Impact Assessment to include socio-economic impacts as well as impacts on the natural environment. All the project activities during pre-construction, construction, and operation phases shall be considered to assess the impacts. The impact assessment shall necessarily cover the “no action” alternative in the analysis. The consultants shall regularly interact with the technical team of the project to share the findings of the impact assessment. Consultant may use prediction models to quantify the predicted impacts of the projects on various environmental attributes. However, the assessment of environmental impacts shall necessarily cover (but not limited to) the following:

a) Impacts on the surface water bodies;
b) Impact on the groundwater – both in terms of the quantity as well as the potential impact of contamination;
c) Impact on the air quality;

d) Impacts on topography and surface drainage due to the proposed project activities in the project area;
e) Community and cultural severance identified through consultations;
f) Expected impacts on the land use patterns at and around the proposed project facilities/components;
g) Impact on ecologically sensitive features including spawning areas within creeks/estuaries/ mangroves/wetlands etc.;
h) Assess stress on ecological environment due to the project;
i) Assess the change of stream course due to diversion channels to construction intake structures and its impact on downstream users;
j) Impact on Socio-economic aspects of the projects area;
k) The noise and air quality-related impacts during the construction period on sensitive receptors shall be assessed;
l) Impact on Trees, public utilities, and other community structures, cross overs, etc to be assessed;
m) Any impacts that are irreversible and/or cannot be avoided or mitigated should be identified;
n) Assessment of the impacts on climate change.
o) Assessment of any other environment related impacts and risks including forward back ward linkages of the SWM value chain.

A. Cumulative Impact Assessment

As part of this task, it is also required undertake cumulative impacts assessment (CIA) as part of the EIA. Refer note at the end of this section of this ToR for steps involved in CIA process.

B. ***Environmental Site Assessment***

Phase 1

In case of historical contamination in the area, Phase 1 and Phase 2 ESA shall be conducted as follows: Identification of Probable Contaminated Site (PHASE I ESA)

The objective of this phase is to identify and assess any major environmental risks associated with the previous and current use of the site in line with National Guidelines and ASTM E1527-13 to the extent applicable in India.

This is achieved through:
Interviews, pre-survey questionnaires: Conduct interviews with people knowledgeable about Site.

Data Collection to identify recognized environmental conditions in connection to the property and its surroundings , Records review of readily available public records and documents such as maps, plans, photographs, and environmental reports and studies. For brown field sites, obtain environmental related records and documents, such as: previous environmental site assessment report(s); any correspondence with State Pollution Control Boards (SPCB) or such relevant information.

Site inspection and observations to be completed by Environmental Professional

Prepare a Phase I ESA report fulfilling National requirements and ASTM E1527-13 requirements to the extent possible

Prepare a photographic log, site plan, and site location map to be included in the report.

Data verification and evaluation: Determine those aspects of the previous use or current operation of the site where there may be impending or potential liabilities associated with environmental issues, providing estimates of the associated costs where possible

Include recommendations for appropriate follow-up actions for consideration.

Recommend further studies where the extent of liability needs to be clarified

Preliminary Investigation stage (Phase 2 ESA)

The objectives of this phase is to develop sufficient information from which the environmental professional can reasonably render a professional opinion that with respect to recognized environmental conditions, recognized hazardous substances have not been disposed or released at the property and to develop sufficient information about the presence of a recognized environmental condition at a site to meet the business objectives of the user and to provide sufficient data to assist the user in making informed business decisions or both

This is achieved through:

- Conduct Phase II ESA in-line with ASTM E1903-19 to the extent applicable in India.
- Records review/desk study to evaluate the recognised environmental condition identified in the Phase 1
- Purpose is to document baseline subsurface conditions at the Site or assess impacts to the subsurface based on Recognized Environmental Concerns (RECs) identified as part of Phase I ESA.
- Assess potential risks and associated liabilities due to potential subsurface impacts resulting from current and/ or historical use of the Site and/ or adjoining properties.
- Preparing investigation strategy
    - Identifying which component of the environment (air, water, soil etc.) needs to be tested
    - Identifying locations and number of samples to be collected
    - Propose a suitable soil and groundwater sampling analysis plan (SAP) to assess existing subsurface conditions at the Site which will be covered under Phase II ESA.
        - Outline specific methodology for soil and groundwater sampling (soil boring, drilling, well installation, development and sampling).

    - Analyse all soil and groundwater samples based on site specific requirements (as suggested by Phase 1) , such as pesticides, VOCs, PCBs, metals, etc. Limited sampling and testing for identified contaminants (site and surroundings depending on type/extent/nature of

contamination (for ex: down gradient of pollutant source & modes of possible contamination). Account for QA/QC samples: one (1) soil duplicate, one (1) groundwater duplicate, one (1) trip blank sample and one (1) equipment blank sample in the sampling matrix.

- Comparing test results with standards and interpreting the test results and recommending characterization of contamination where necessary

- Reporting and review: Prepare a Phase II ESA report to document the field activities, summary of the analytical data, an assessment of environmental impacts (if any), and recommendations for additional investigation activities, if warranted. Include summary of testing performed, activities and observations and Laboratory results along with Lab analytical reports, Site figures, Chain of Custody (CoC) documentation and Bore Logs.

(xviii) Identification of Alternatives:

An analysis of various project alternatives, including the 'Project' and 'No Project' scenario shall be brought out and impacts shall be analyzed for each scenario. Based on the above analysis the best alternative that causes minimum or no impact shall be recommended for implementation.

(xix) Development of an Environmental Management Plan / Determination of Mitigation measures:

Using the outputs of the above tasks, the consultants shall develop an implementable Environmental Management Plan (EMP) for the project.

The EMP should suggest ways/options for mitigating the negative impacts of the project, the preventive measures necessary. Where required, EMP shall include community consensus for the mitigation measures proposed. The EMP shall identify the means/agency responsible for the implementation of the same and recommend a suitable monitoring mechanism for the EMP. The EMP shall be in the form of contract covenants and shall provide detailed cost estimates converted into BOQ items wherever necessary and applicable for implementation of the same. The consultant shall input these appropriately in bid documents, with the support of Bid Process Management / DPR Consultant and the SPMU. In case of change / updation of the project feasibility or DPR, EIA shall be updated appropriately. The consultant shall also recommend an appropriate institutional mechanism as per the requirements of EMP. The consultant shall prepare a detailed EMP covering the measures to mitigate and/or minimize the negative impacts, including the implementation arrangement and a monitoring plan for the same with site-specific requirements. EMP shall cover the following details:

(xx) Management/Mitigatory / Enhancement measures:

(i) For each of the significant negative impacts, the consultant should recommend measures to eliminate or mitigate the impact. In case it is not possible to mitigate an impact, the cost of damage shall be estimated and adequate compensatory measures shall be recommended.

(ii) Consultants shall recommend enhancement measures for incorporation in the design for attaining energy efficiency, reuse of treated water, control of water leakage, energy generation, etc.

(iii) The mitigatory measures should necessarily contain conceptual designs wherever necessary. Project interventions including civil works shall be planned to take into account climate change effects. (For example; buildings will be built above maximum probable tide levels, and designed to withstand high wind, storm surge, and rising sea levels). The consultants should also specify neighbourhood committees to supervise the effective implementation of the proposed mitigatory measures.

(i) Environmental Monitoring Plan:

Monitoring Plan: The Consultant should specify the types of monitoring needed for potential environmental impacts during construction and operation. As in the case of the mitigation plan, requirements should be specific as to what is to be monitored, how and by whom along with reporting formats and recommendations if any Cost estimates are necessary and where monitoring reports are to be prepared, the recipient responsible for review and any corrective action should be identified. The monitoring plan should be supplemented with a detailed schedule of implementation of EMP measures.

(ii) Budget Estimates:

The EMP & Monitoring Plan budget estimates shall be prepared for each of the project components and shall be integrated with the overall project cost estimates and the relevant costs shall be included in the BOQ provisions. The cost (capital and recurring) of all the mitigation measures and the responsible parties for implementation should be identified and shall be translated into BOQ items. Wherever possible the measures should be drafted as contract clauses, which can be incorporated in construction/operational phase agreements. Source of funds for each mitigation measure shall be clearly mentioned in EMP – either in the civil works cost (clearly defined in BoQ) or as separate EMP costs.

(iii) Institutional Arrangement to Manage Environment Impacts:

The consultants shall identify institutional/organizational needs to implement the recommendations of the project EA and to propose steps to strengthen or expand if required. This may extend to new agency functions, inter-sectoral arrangements, management procedures and training, staffing, operation and maintenance, training, and budgeting.

(iv) Additionally,

(v) The Consultant shall communicate with the concerned authorities of local/defense/civil aviation and obtain NOC if the project site is within 20 km of airport or any flight funnel restrictions.

(vi) The Consultant shall get details of litigation pending against the project site/project, if any, with direction /order passed by any Court of Law including NGT orders and current status of the court proceedings including documents/reports submitted by the respondent. These reports must be considered while conducting EIA for the respective projects.

(vii) The Consultants shall develop a comprehensive EMP for the project, EMP shall propose a set of mitigation, monitoring and institutional measures to eliminate, minimize or reduce to acceptable levels of adverse environmental and social impacts and/or maximize the project benefits.

(viii) The Consultants shall assess the institutional resources required to implement the EMP recommendations and propose measures to resolve identified gaps in terms of staffing/ training requirements/capacity building for proper EMP implementation.

(ix) The costs associated with proposed mitigation measures and monitoring actions shall also include the cost for developing institutional mechanism (a defined organizational chart) depicting roles and responsibilities of key staff for the EMP implementation.

(x) Consultant shall revise the ToR by incorporating any concerns/recommendations of Expert Appraisal Committee or State level Expert Appraisal Committee as commented in Form 1/ Form 1A. Consultant shall also address these concerns/recommendations based on the revised ToR and prepare final EIA Reports.

In case cumulative Impacts are important, as identified through screening & confirmed by the Bank, CIA may need to be performed as described in the end of this as ***Note***.

Assessment of Cumulative Impacts (CIA)

(i) The ToR for the CIA should specify 5 steps as follows:

(i) Step 1: Describe the proposed project, it's setting, and other projects and activities that may give rise to cumulative effects. The consultant will use EIA and other available documents. This cumulative impact assessment will need to sequence planned developments of the project in and ancillary and regional infrastructure development in the time horizon of the project. The consultants will need to propose geographic and temporal boundaries for the CIA based on the screening of potential impacts on key environmental components. The geographic context should include administrative boundaries or watersheds.

(ii) Step 2: Identify key project-related contributions to cumulative effects on selected resources of concern, such as groundwater, biodiversity, and the livelihood of local communities.

(iii) Step 3: Assess the level of cumulative effects.

(iv) Step 4: Determine the significance of cumulative effects.

(v) Step 5: Provide recommendations: Analyze reasonable, feasible options for mitigating or avoiding contribution to any significant cumulative effects, following the national legal system related to the cumulative impact assessment (or the lack thereof).

TASKS:

Step 1: Describe the development and its setting.

(vi) **Project Description**. The first step in the CIA is to describe the project and its phases, including key components that may give rise to cumulative effects. This will include the following:

(vii) Phases and timing of the project;

(viii) Description of the scheme and project area of influence;

(ix) Description of offsite facilities including transportation, access roads;

(x) Identify environmentally sensitive areas, including protected areas, key stakeholders and affected people.

(xi) **Past, present, and probable future projects.** Once project issues have been identified, analyze past, present, and probable future projects and activities within a defined temporal and spatial framework. The evaluation of other projects and activities should consider the following:

(xii) Include those projects of known footprint that can be assessed;

(xiii) Consider a time frame that extends backward to a pre-development scenario and forwards as realistically as possible;

(xiv) Include projects that are approved, awaiting approval, announced or under design;

(xv) Include those projects whose environmental and social impacts and contribution to cumulative effects can be reasonably predicted, particularly projects with direct impacts on water resources, land and biodiversity; and,

(xvi) Discuss pending projects with regulators and incorporate the concerns of affected stakeholders.

(xvii) Prepare a map or schematic of all existing and planned projects with the basic information on location, resource intake, discharges, ancillary infrastructure, operation, etc..

(xviii) Define geographic and temporal boundaries for the CIA based on the screening of potential impacts on key environmental components. The geographic context could include administrative boundaries or watersheds. It is noted that there might be different contexts for each Valued Ecosystem Component (VEC - see below). The definition will also need to include the scale of maps and other tools to present data that will be collected during the study.

(xix) **Define VECs.** If the EIA already exists it should have already identified some key issues of concern associated with the construction, operation, and decommissioning of the project. Typical impacts on VECs to include in common municipal solid waste management projects shall cover the following:

(xx) Impacts on water resources (water use, quality, quantity);

(xxi) Impacts on biodiversity and wildlife;

(xxii) Impacts on land use;

(xxiii) Loss of archaeological and cultural resources;

(xxiv) Impacts of wastes on the environment;

(xxv) Impacts on air quality;

(xxvi) Impacts on the livelihood of local communities;

(xxvii) Visual Impacts.

(xxviii) The VECs should be defined based on the assessment of impacts on the above aspects and consultations with stakeholders. VECs could be (but are not limited to): water resources, land erosion, wildlife, cultural resources, air quality, etc. Each VEC will need to have indicators, thresholds, historical trends on the status of the VEC in the time-frame proposed.

Step 2: Identify key project-related contributions to cumulative effects on selected resources of concern

(xxix) The CIA should identify key impacts of project activities throughout all phases (construction, operation, and decommissioning) in conjunction with other projects and activities. The following questions should be answered:

(xxx) Are other projects and activities in the defined project area affecting the VECs?

(xxxi) Do the effects of the project overlap or increase the effects on the resource?

(xxxii) Do the effects of the project have a potential to affect the long-term sustainability of the resource?

Step 3: Assess the level of cumulative impacts

(xxxiii) The next step in the CIA process is to assess the level of cumulative impacts. This uses a similar methodology to that employed in the EIA, but the difference is that it assesses the impacts of other projects and activities, in addition to the project in a defined spatial and temporal framework. For each resource/issue in question, the cumulative effects should consider typical components of an EIA assessment – extent, frequency, duration, magnitude, uncertainty, and probability. Techniques will need to rely on qualitative data and already available quantitative data; no significant fieldwork for quantitative data collection is envisaged.

Step 4: Determine the significance of cumulative impacts

(xxxiv) Once the cumulative impacts are determined, their significance must be considered relative to an established threshold limit, an established legal guideline or policy, or a qualitative assessment based on professional opinion and consultation. In any case, the significance of the cumulative impacts must be defensible. The significance of the cumulative impacts and the contribution of the project must be subsequently evaluated by project decision-makers. The consultant will need to define the level of "significance" or scale and apply it consistently. The significance should be assessed across past, present, and future projects on the trends of each VEC. The significance of

the project interventions' contribution to the cumulative impacts should be defined in one of the following ways:

(xxxv) The project has a measurable effect on the resource;

(xxxvi) The project acts in conjunction with the effects of past present or future projects and activities; and

(xxxvii) The project in conjunction with other projects and activities shifts the resource to an unacceptable level or exceeds a threshold such that the impact is considered significant, in that: - The project's contribution to cumulative effects is responsible for exceeding the threshold and therefore is significant or,

(xxxviii) The project is contributing to the effects of other projects and activities and the project contribution may or may not be significant, depending on the level of the contribution.

Step 5: Formulate recommendations

(xxxix) The CIA should conclude whether the contribution, if any, to the cumulative impacts by the project is significant or not. An action plan (with time, institutional responsibilities, budget) should be developed based on this conclusion, and clearly define what mitigation measures need to be incorporated into the project Environmental Management Plan, and what mitigation/environmental management measures should be carried out above the project level. The management plan will be in three parts: (i) management plan for additional measures needed to be included in the project that has not been included in the EIA; (ii) recommended measures for the future projects in the area; and (iii) measures addressing needs for institutional and legal frameworks and acquisition of knowledge. The recommendations will need to also include proposed adaptive management approaches for impacts that still will have a high level of uncertainty or lack sufficient information for an adequate assessment.

(xl) Mitigation/environmental management measures that are needed but beyond the scope of the project, will be presented to relevant (government) agencies/entities in the form of a workshop and finalized based on the views by the agencies. Their endorsement/acknowledgment on the recommendations from the CIA should be sought.

Section B:Sub-project level Social Impact Assessment and SMP, RAP and TDP

- *Assessment of Risk*: Carryout the Screening and scoping of the sub-project as per the Social and Tribal Screening Format (STSF) to establish the boundary for the SIA. Specific to the tribals include Name(s) of tribal community group(s) in the area; total number of tribal community groups in the area; Percentage of tribal community population to that of total area/locality population; Number and percentage of tribal community households along the zone of influence of the proposed sub-project and socio-economic, demographic, cultural and other details of each affected tribal community household.
- *Baseline*: Undertake the baseline socioeconomic survey of the adversely affected people, including vulnerable groups, communities and individuals, GBV hotspots,profile the

demography of the settlements within 100 meters of radius of the sub-project and profile of the labour (service providers who are formal and informal – rag pickers) and estimate number of labour to be deployed at the implementation stage of the sub-project. Analyze the baseline to assess the impacts to prepare the plans.

- *Stakeholder Engagement*: Map the stakeholders and carry out separate planning or pre-planning meetings with women and different social - economic sub-groups, (youth, tribals) and ensure that interests and needs are included in the plans. For the Tribals, carry out Free Prior Informed consultation.
- *Social Management Plan*[14]: Based on the risk assessment and the analysis of the baseline survey, develop (i) the gender Action Plan for employment and income generation as well as enhanced participation, leadership, and decision making by women during panning, implementation and O&M stage of the sub-project. Identify Women Stakeholders Women residents and waste generators (including vulnerable groups like SC, ST, Single, elderly); Women elected leaders in ULB; Women SWM workers in the ULB and Other women workers; and analyse risks and gaps and develop actions to increase voice of women citizens in the SWM plans; specify role of women leaders in SWM planning and implementation; map opportunity and benefits for Women staff; identify areas for improved employment terms, working conditions, skill upgradation, income avenues for women SWM Workers; (ii) carry out site specific gender based violence risk assessment Action; finalize TOR Internal Complaints Committee for Implementation Agency; training plan and indicators for monitoring; Map Hotspots and vulnerable groups and GBV issues; develop template to Report on GBV risks; Map GBV service providers and quality assessment of services (List Government, Non-Government and Private Agencies providing GBV support) Review the quality of services in terms of prevention, protection, rescue, rehabilitation, restoration, reintegration; review response mechanisms; develop the action plan to - Organize sensitization activities with identified vulnerable communities, sensitization sessions with different groups of project staff, workers, suggestion for display signs around the project site, dissemination material produces, workshops organized, personnel trained. community members sensitized create a GBV response and support mechanism, develop SOP for prevention, protection, rescue, rehabilitation, restoration, prepare ULB level awareness generation, training and documentation, template for reporting on cases (received, resolved, gaps etc) (iii) against each vulnerable group identified, map the type of vulnerability and risks that exists; locate the vulnerable groups, communities and individuals; once site specific vulnerability and risks of exclusion are mapped, include methods and tools for inclusion to ensure participation, voice, and access to benefits for the vulnerable

(iv) Labour Management Plan will include on code of conduct, mechanism for compliance measures for labor laws, mitigation of specific labor related risks, site specific labor influx mitigation measures and construction management plan, and systems for grievance redressal (vi) monitoring and reporting templates (v) implementation schedule and budget.

[14] Follow the Tribal Development Framework-Social management Framework (TDF-SMF) to prepare the SMP.

Resettlement Action Plan[15]:Based on the risk assessment and analysis of the baseline data, finalize the list of adversely affected people; include details of loss of assets and livelihood of non-titleholders and titleholders; finalize the entitlement for each affected person; prepare the micro-plans for resettlement and rehabilitation; identify alternate land for relocation (if required);develop the livelihood restoration plans; provide details of the institutional arrangement for implementation; provide timeline for implementation, include mechanism for grievance management; include budget; include specific monitoring indicators; develop templates for monthly and quarterly progress reports. (If, the impacts on tribals are insignificant and then specific actions for the tribals will need to be integrated in the Resettlement Action Plan)

- *Tribal Development Plan*[16](if required): Based on the risk assessment and analysis of the baseline data develop plan to (i) identify measures towards addressing the needs and developmental aspirations of tribals, (ii) include tribals through the entire process of planning, implementation and monitoring of the sub-project, (iii) assess the short and long-term, direct and indirect, and positive and negative impacts of the project on each group's social, cultural, and economic status; (iv) assess and validate which tribal groups and assess the subsequent approaches and resource requirements for addressing the various concerns and issues of projects that affect them; (v) establish the significance of impacts on tribals by assessing: customary rights of use and access to land and natural resources socioeconomic status; cultural and communal integrity; health, education, livelihood, and social security status; and the recognition of indigenous knowledge; and the level of vulnerability of the affected Indigenous Peoples community; (vi) carry out Free Prior Informed Consultations with all tribals including women to seek their informed participation. (vii)In the case of significant adverse impact the TDP will include baseline data; Land tenure information, Impacts and Losses, Identification of mitigation measures, Institutional arrangement, Community participation Entitlements by Household Monitoring and evaluation Implementation schedule Budget (viii) in the case of ensuring access to project benefits, the TDP will include mapping of SW services utilized; map the type of vulnerability and risks that exists; locate the groups, and individuals; once site specific vulnerability and risks of exclusion are mapped, include methods and tools for inclusion to ensure participation, voice, and access to benefits for the tribal consultation plan (culturally sensitive) for continuous engagement; grievance management mechanism; institutional arrangement; monitoring indicators and templates for reporting; and implementation schedule and budget.
- Describe the monitoring framework that informs stakeholders on the progress of implementing mitigation measures and overall project implementations.

[15] Follow the Resettlement Policy Framework of the KSWMP to prepare the Resettlement Action Plan
[16] Follow the Tribal Development Framework-Social management Framework (TDF-SMF) to prepare the TDP.

ANNEXURE II:

Cluster planning and sub-project site information

A cluster approach will be adopted for the planning, design and development of regional facilities. Sanitary landfill is the most critical regional facility required for the final disposal of non-bio degradable, nonhazardous, non-recyclable and non-reusable inerts/rejects. SLF are the last node in the entire SWM value chain and hence critical for the success of the SWM cycle.

Waste-Shed Areas (WSA) are identified based on per capita waste generation from 93 ULBs with a projection for 25 years. A regional sanitary landfill is established at 60-80 km from the transfer stations. Transfer vehicles do not travel more than 60 to 80 km from the transfer station. The collection vehicles do not travel more than 20 km from their collection area to the tipping point.

Thus 93 ULBs were grouped into five major Waste Shed Areas/Clusters. There shall be a sanitary landfill facility and multiple transfer stations under each cluster. Considering all these factors, the state has been divided into 5 clusters. Cluster details are presented in the Table 1 and Figure 1 given below

Table 1 Cluster Planning for Regional Sanitary Landfill Facility Cluster

	No. of ULBs	ULBs
1	14	Anthoor, Iritty, Kanhangad, Kannur, Kasaragod, Koothuparambu, Mananthavadi, Mattannur, Neeleswaram, Panoor, Payyannur, Sreekandapuram, Thalassery, Thaliparambu
2	19	Feroke, Kalpetta, Koduvally, Koilandi, Kondotty, Kottakkal, Kozhikkode, Malappuram, Manjeri, Mukkam, Nilambur, Parappanangadi, Payyoli, Ramanattukara, Sulthanbathery, Tanur, Thirur, Thirurangadi, Vadakara
3	17	Chalakudy, Chavakkad, Cherupulassery, Chittoor-Thathamangalam, Guruvayoor Township, Iringalakuda, Kunnnamkulam, Mannarkkad, Ottappalam, Palakkad, Pattambi, Perinthalmanna, Ponnani, Shornur, Thrissur, Vadakkancherry, Valancherry
4	24	Alappuzha, Aluva, Angamali , Cherthala, Eloor , Erattupetta, Ettumanoor, Kalamassery, Kattappana, Kochi, Kodungalloor, Koothattukulam, Kothamangalam, Kottayam, Maradu, Muvattupuzha, Pala, Paravoor, Perumbavoor, Piravam, Thodupuzha, Thrikkakara, Thrippunithura, Vaikom

5	19	Adoor, Attingal, Changanassery, Chengannur, Harippad, Karunagapally, Kayamkulam, Kollam, Kottarakkara, Mavelikkara, Nedumangad, Neyyattinkara, Pandalam, Paravur, Pathanamthitta, Punalur, Thiruvalla, Thiruvananthapuram, Varkala

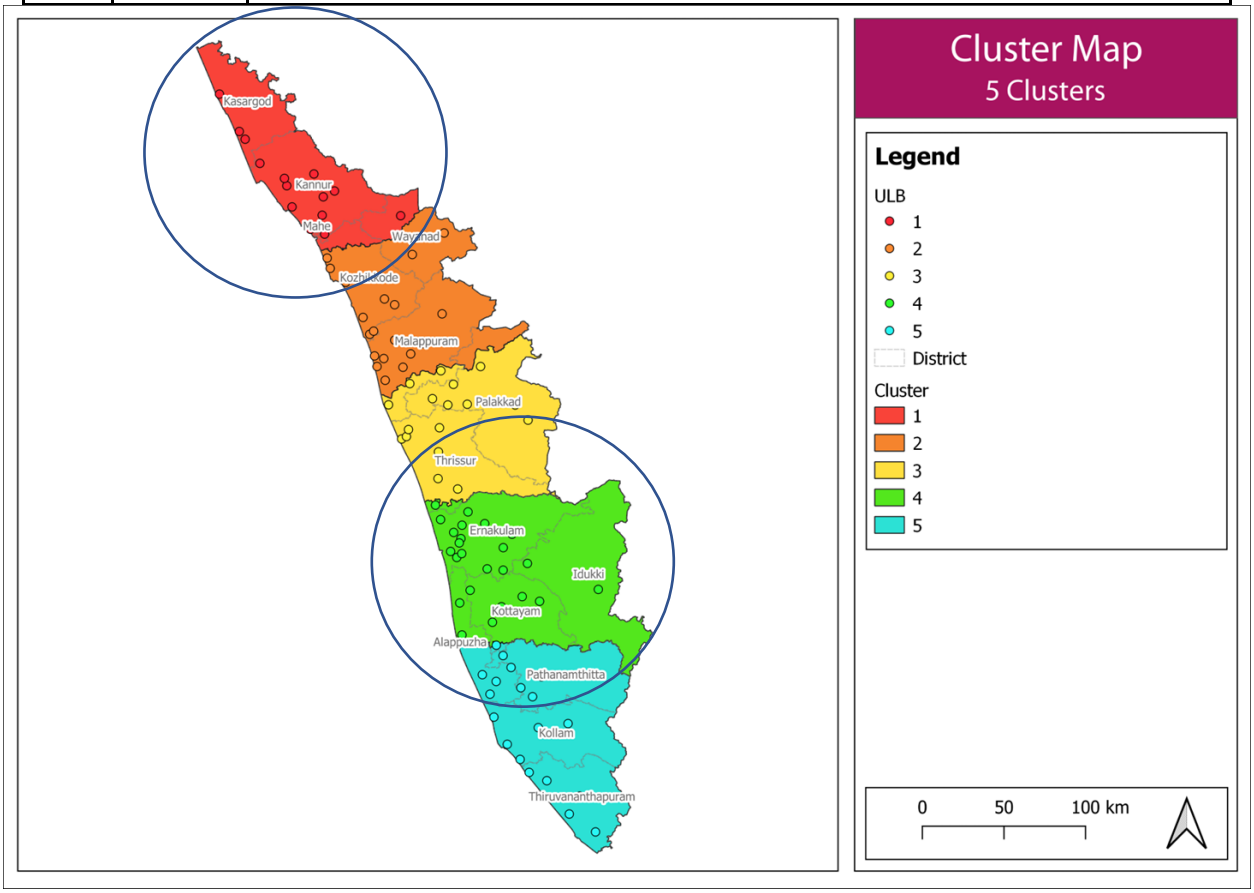


Figure 1 Cluster Planning Map for Regional Sanitary Landfill facility

The present study concerns clusters 1 and 4 as shown below.

(i) Cluster 1 includes 1 SLF site and 4 TS sites

The site identified in cluster 1 is at Cheemeni village, Hosdurg Taluk, Kasaragod district. The site is under the ownership of Plantation Corporation of Kerala and is allocated to KSEB for setting up the proposed solar park. The topography of the site is mostly flat terrain with very less vegetative cover. The tentative area for developing the SLF is about 25 acres. The basic details of land is as given in the Table 2 below

Table 2 Basic details of cluster 1 SLF site

Village	Cheemeni
Taluk	Hosdurg
District	Kasaragod
Survey Numbers	260/1A1A1, 260/1A1Apt

GPS Coordinates	12°14'46.83"N, 75°16'42.51"E
Land Ownership	PCK/KSEBL
Total waste(rejects) generated for 25 years	595783 MT
Total land required for SLF	25 Acres
Tentative Transfer Station locations	Kasargod, Anthoor, Koothuparamba, Mananthavadi
GPS coordinate for Kasargod Transfer Station	Not Avaliable
GPS coordinate for Anthoor Transfer Station	11°59'56.67"N, 75°23'13.03"E
GPS coordinate for Koothuparamba Transfer Station	11°50'10.73"N, 75°34'20.98"E
GPS coordinate for Mananthavadi Transfer Station	

The planning map for cluster 1 is presented in **Figure 2**

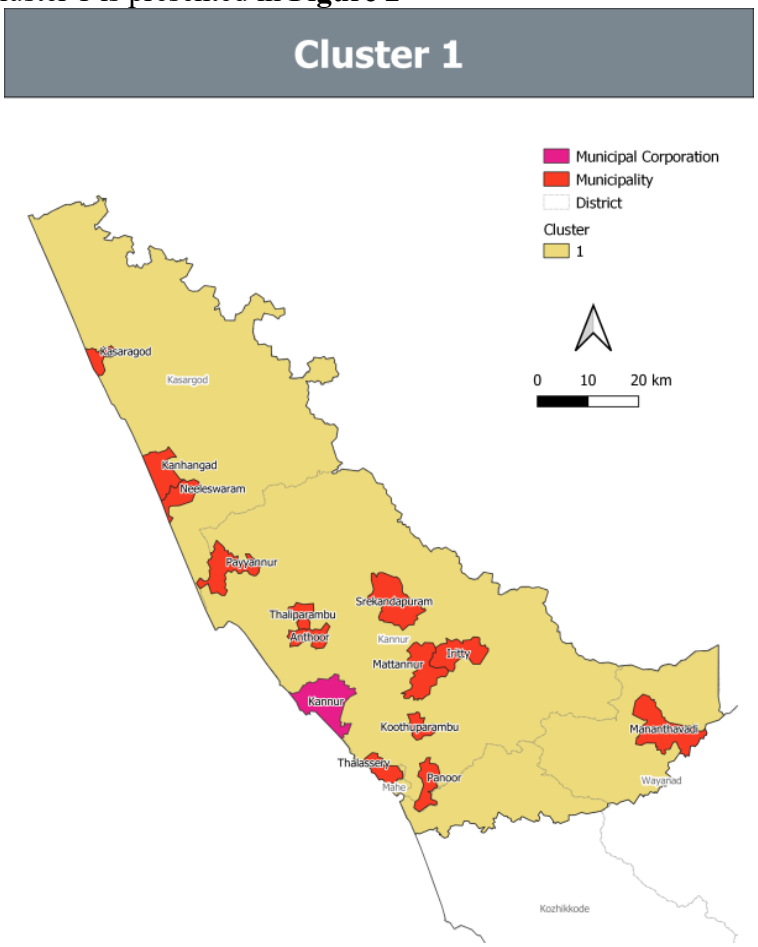


Figure 2 Planning Map for Cluster 1

(ii) Cluster 4 includes 1 SLF site and 8 TS sites

The proposed site for SLF is at Ambalamedu, Vadavucode, Puthencruz village, Kunnathunadu Taluk, Ernakulam district. The site is under the owner ship of KINFRA and the extend of land is 25 acres. The present land use plan of the site is for industrial purpose and shares the boundary with the hazardous landfill facility managed by KEIL. The basic details of land is as given in the Table 3 below

Table 3 Basic details of Cluster 8? SLF site

Village	Vadavucode, Puthencruz
Taluk	Kunnathunadu
District	Ernakulam
GPS Coordinates	9°59'12.32"N, 76°21'46.76"E
Ownership	KINFRA
Total waste (rejects) generated for 25 years	1189704 MT
Total land required for SLF	25 Acres
Tentative Transfer Station locations	Paravoor, Muvattupuzha, Thodupuzha, Ramapuram, Kattappana, Vaikom, Kottayam, Alappuzha
GPS coordinate for Paravoor Transfer Station	10°10'55.82"N, 76°14'16.92"E
GPS coordinate for Muvattupuzha Transfer Station	9°59'37.03"N, 76°33'40.47"E
GPS coordinate for Thodupuzha Transfer Station	9°52'57.30"N, 76°41'17.88"E
GPS coordinate for Ramapuram Transfer Station	Not Available
GPS coordinate for Kattappana Transfer Station	9°45'31.48"N, 77°08'47.78"E
GPS coordinate for Vaikom Transfer Station	9°44'31.24"N, 76°24'42.30"E
GPS coordinate for Kottayam Transfer Station	9°35'32.32"N, 76°33'34.48"E
GPS coordinate for Alappuzha Transfer Station	9°33'12.93"N, 76°19'2.90"E

The planning map for cluster 4 is presented in Figure 3

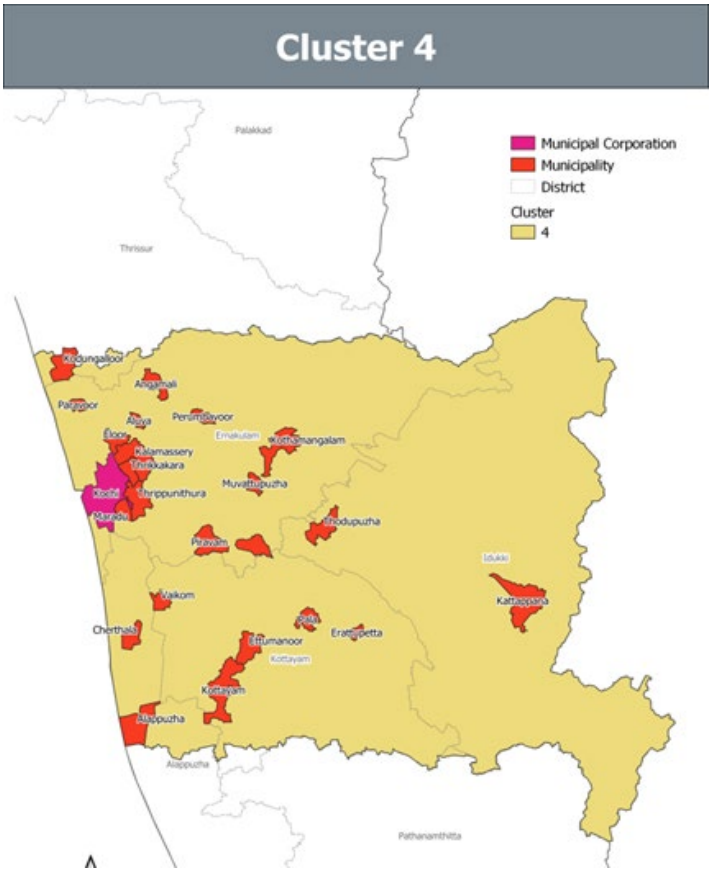


Figure 3 Planning Map for Cluster4

ANNEXURE III: Planning, Implementation and Monitoring for Free Prior Informed Consultation (FPIC) with Scheduled Tribe for Cheemeni Regional Landfill Site and other sites as applicable

Stage	Tasks	Nodal Agency	Involvement / Support	Time Frame	Target Group	Monitoring By	Remarks
Stage I Pre-Feasibility and Feasibility study	INFORMATION DISSEMINATION ANDSENSITISATION OF COMMUNITY- PRE-FINALISATION (i) Collection of information about tribal communities including their customary laws (ii) Identification of state tribal laws (iii) Information dissemination/sensitization of tribal community on the road through: (iv) Folk media (v) Group discussion along with tribal opinion leader (vi) Meetings at ULB representatives (vii) Public Announcements (viii) Consultation/Meetings (ix) Distribution of leaflets with information including on the GRM in local language (x) Discuss site options (xi) Prior intimation regarding date / time of transect walk (xii) Provide information on GRM	DPMU / DPMC	1. Municipality 2. Tribals dependent on the land adjacent to Cheemeni 3. In case the above land falls outside the boundary of the Municipality, then include the respective PRI as stakeholder	Pre-Screening	Scheduled Tribe and their representative	SPMU	1. Obtain feedback especially from women. 2. Document the process with details of meeting including dates, timings and participants
	FINALISING THE SITE/TRANSECT WALK 1. Involve tribal people in the transect walk Conduct the transect walk 2. Identify any customary rights. 3. Avoid indirect impact on land of sacred tribal places and abodes of spirits and dead ancestors and kinsmen. 4. Display Information of the proposed site superimposed on revenue map including information on GRM 5. Information about final site in Settlements of the tribal community/ ward sabhas/Municipalities in local language	DPMU / DPMC	1. Municipality/ 2. Scheduled Tribe and representatives	Screening as per TDF-SMF completed for the Feasibility Study	Community	SPMU	Provide information in language on the exact location of the site, amount of land required, etc. and provide information on the issues raised during the previous consultation at pre-screening stage. and obtain feedback on the final site selection

Stage II Project Planning and Design Including Preparation of safeguard instruments	PREPARATION OF MITIGATION PLAN 1. Hold meetings with communities for inputs on mitigation measures 2. Consultation meetings for awareness generation regarding the project/likely impacts during construction and operational stage. 3. Disseminate the information on the mitigation plan in focus group discussion 4. Provide information on GRM. 5. Prior intimation regarding date / time of transect walk	SPMC / DPMC	Municipalities/ Scheduled Tribe and their representatives/ PRIs	Draft Design stage	Community.	DPMU/SPMU	Provide information on the design in local language using simple models and obtain feedback on the draft design. And provide information on the issues raised during the previous consultation. Document the consultation proceedings.
Stage III Construction and Post Construction	MONITORING Monitor actions related to the above tasks including the mitigation measures	SPMC	Municipalities/ Scheduled Tribe and their representatives/ PRIs	Throughout the Project Cycle at regular interval	-	SPMU	Initially weekly and then monthly.
	COMMUNITY FEEDBACK Survey among the Scheduled Tribe for Feed Back on process adopted and quality of construction	Third party	Municipalities/ Scheduled Tribe and their representatives/ PRIs	Every six months using social audit tools	-	SPMU	Disseminate information in local language on the findings from the audit

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

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CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

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

Contract No. _____

Assignment Title: _____

between

_____

[Name of the Client]

and

_____

[Name of the Consultant]

Dated: _____

FORM OF CONTRACT
LUMP-SUM

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

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

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

WHEREAS

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

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

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

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

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

_____

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

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

_____

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

_____

[Authorized Representative on behalf of a Joint Venture]

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

General Conditions of Contract

A. General Provisions

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

(k) **"Foreign Currency"** means any currency other than the

currency of the Client's country.

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

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

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

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

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

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

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

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

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

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

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

2. Relationship between the Parties

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

or on their behalf hereunder.

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

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

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

7. Location

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

8. Authority of Member in Charge

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

9. Authorized Representatives

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

10. Fraud and Corruption

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

Framework, as set forth in Attachment 1 to the GCC.

a.Commissions and Fees

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

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

13. Commencement of Services

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

14. Expiration of Contract

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

15. Entire Agreement

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

16. Modifications or

16.1. Any modification or variation of the terms and

Variations

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

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

17. Force Majeure

a. Definition

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

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

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

b. **No Breach of Contract**

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

c. Measures to be Taken

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

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

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

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

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

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

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

18. Suspension

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

19. Termination

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

a. By the Client

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

days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

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

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

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

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

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

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

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

b. By the Consultant

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

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

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services

for a period of not less than sixty (60) calendar days.

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

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

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

e. Payment upon Termination

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

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

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

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

b. Law Applicable to Services

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

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

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

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

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

21. Conflict of Interest

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

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

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

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

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

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

24. Insurance to be taken out by the Consultant

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

25. Accounting, Inspection and Auditing

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

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

of ineligibility pursuant to the Bank's prevailing sanctions procedures).

26. Reporting Obligations

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

27. Proprietary Rights of the Client in Reports and Records

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

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

28. Equipment, Vehicles and Materials

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

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

property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct Not used

30. Forced Labor

30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

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

31. Child Labor

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

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

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

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

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

(b) underground, underwater, working at heights or in

confined spaces;

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

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

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

32. Non-Discrimination and Equal Opportunity

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

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

33. Training of Experts

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

34. Description of Key Experts

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

described in **Appendix B.**

35. Replacement of Key Experts

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

35.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

36. Removal of Experts or Sub-consultants

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

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

(b) carries out duties incompetently or negligently;

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

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

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

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

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

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

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

E. OBLIGATIONS OF THE CLIENT

37. Assistance and Exemptions

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

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

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

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

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

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

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

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

38. Access to Project Site

38.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage

to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

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

40. Services, Facilities and Property of the Client

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

41. Counterpart Personnel

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

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

42. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

43. Contract Price

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

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

44. Taxes and Duties

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

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

45. Currency of Payment

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

46. Mode of Billing and Payment

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

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

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

46.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the

submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.3 *The Final Payment*. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

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

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

47. Interest on Delayed Payments

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

G. Fairness and Good Faith

48. Good Faith

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

H. Settlement of Disputes

49. Amicable Settlement

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

49.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the

dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

50. Dispute Resolution

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

II. General Conditions
Attachment 1
Fraud and Corruption

(Text in this Attachment <u>shall not</u> 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;[17] (ii) to be a nominated[18] 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[19] 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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17 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.

18 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.

19 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.

SPECIAL CONDITIONS OF CONTRACT

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

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

	The time period shall be 30 days. *[modify, if necessary]*.
13.1	**Commencement of Services:** **The number of days shall be 10 days.** *[modify, if necessary]* Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	**Expiration of Contract: The time period shall be 45 Weeks**
21 b.	**The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3** Yes

23.1	**No additional provisions.**
24.1	**The insurance coverage against the risks shall be as follows:** **(a) Professional liability insurance, with a minimum coverage of INR 120 Lakhs** (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per the latest Amended Motor Vehicles Act, India; (c) Third Party liability insurance, with a minimum coverage of amount in accordance with the applicable law in **India** (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	**None**
27.2	[**The Consultant shall not use any *documents and software or project related information* for purposes unrelated to this Contract without the prior written approval of the Client**.]
37.1 **(a) through (f)**	**The Contract price is:** _____ *[insert amount and currency for each currency as applicable] [indicate:* **inclusive** *or* **exclusive***]* **of local indirect taxes.** **Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall** *[insert as appropriate: "***be paid***" or "***reimbursed***"]* **by the Client** *[insert as appropriate:* **"for" or "to"***]***the Consultant.** **The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of**

	the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.
37.1(g)	*[The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant]* **The Client warrants that** *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"):* *If ITC16.3 indicates a tax exemption status, include the following:* "**the Consultant, the Sub-consultants and the Experts shall be exempt from**" *OR* *If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:* "**the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,***" OR "***the Client shall reimburse the Consultant, the Sub-consultants and the Experts***"]* **any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:** **(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;** **(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;** **(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;** **(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use**

<table>
<tr><td></td><td>and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:

(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and

(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</td></tr>
<tr><td>43.1</td><td>[The Consultant shall not use any documents and software or project related information for purposes unrelated to this Contract without the prior written approval of the Client.]</td></tr>
<tr><td>44.1 and 44.2</td><td>The Contract price is: _____ [insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.

Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid the Client to the Consultant.

The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</td></tr>
<tr><td>46.2</td><td>
<table>
<tr><th>No.</th><th>Deliverables</th><th>Expected period from date of Contract</th><th>Payment Milestones</th></tr>
<tr><td colspan="4">A) Task 1 & Task 2</td></tr>
<tr><td>1</td><td>Inception Report</td><td>2 weeks</td><td>5%</td></tr>
</table>
</td></tr>
</table>

	2	Preparation of draft ToR for conducting EIA study as EIA	4 weeks	0
	3	Preparation of final ToR for conducting EIA study as per EIA	6 weeks	10%
	4	Interim Report Detailing status of activities incl. review of environmental screening, data collection, road blocks, main findings, details on host community, methodology for social screening and impact assessment, any	8 weeks	10%
	5	Stakeholder Consultations	10 weeks	0
	5a	Draft Environmental Impact Assessment and Social Impact Assessment report (with translated summary in Malayalam) including	20 weeks	10%
	5b	Final Environmental Impact Assessment and Social Impact Assessment report, Resettlement Action Plan (RAP)(with translated summary in Malayalam) including ESMP, Monitoring Plan, Budget,	26 weeks	15%
	6	Gender Action Plans (GAP)	32 weeks	15%
	7	Livelihood Action Plan (LAP)		
	8	Labour Management Plan (LMP)		
	9	Tribal Development Plan-(TDP)	36 weeks	
	10	Documentation & arrangements for obtaining the Environmental Clearance & all related statutory clearances	40 weeks	10%
	11	Handholding the Client for obtaining the Environmental Clearance & all related statutory clearances	Until issue of the EC & related clearances	25%
	B) Task 3			
	1	Submission of draft comments on EIA documents for Dumpsite Remediation prepared by TSC	From 14th week for each EIA & SIA	50%
	2	Submission of final comments on EIA documents for Dumpsite Remediation prepared by TSC	Two weeks for each EIA & SIA document	50%
46.2.1	Not Applicable			

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

	(India)/ The International Centre for Alternative Disputes Resolution (India)].* (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. Rules of Procedure. Arbitration proceedings shall be conducted in accordance with the procedure of the Arbitration & Conciliation Act 1996, of India. 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute.
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in the city where the contract is signed; (b) the English language shall be the official language for all purposes; (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. (d) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India)*.

	(e) The Arbitrator should give final award within…… days of starting of the proceedings *[indicate the days (Between 120-180) by which arbitrator should give award].* (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings. * Choose *one alternative. Insert Chairman of the Executive Committee of the Indian Roads Congress (for highway project) or any other appropriate institution (for other types of consultancies).* ***Alternatively*** *[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration (and mediation) dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation (IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Construction Industry Arbitration Council (CIAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]* "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at_____, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 10 Million unless the parties have agreed otherwise for a sole arbitrator].*

APPENDICES

Appendix A – Terms of Reference

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

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

……

Appendix B - Key Experts

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

……
…

Appendix C – Breakdown of Contract Price

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

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

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

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

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

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

(Expressed in Rs.)

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

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

_____ _____

Signature Date

Name and Title: _____

Appendix D - Form of Advance Payments Guarantee

[See Clause GCC 42.2.1 and SCC 46.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*
Beneficiary: _____ *[insert Name and Address of Client]*
Date: _____*[insert date]*____
ADVANCE PAYMENT GUARANTEE No.: _____*[insert number]*_____
We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated ___*[insert date]*_____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").
Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.
At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*[201] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's ~~a~~ written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

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

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.
The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _*[month]*_____, *[year]*__,[212] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

---

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

[212] Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in

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

_____

[signature(s)]

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

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