

## **SELECTION OF CONSULTANTS**

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

**RFP No.:** *IN-SUCM-360552-CS-QCBS*

#### **Consulting Services for:**

*Selection of Internal Audit Agency for 28 ULBs in the districts of Ernakulam, Alappuzha, Kottayam, & Idukki (Package B) under Component 2 of Kerala Solid Waste Management Project (KSWMP)*

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

**Country:** *INDIA*

**Issued on:** **June 17, 2023**

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**Section 1 Letter of Invitation**

## Letter of Invitation Consulting Services

**Name of Assignment:** *Selection of Internal Audit Agency for 28 ULBs in the districts of Ernakulam, Alappuzha, Kottayam, & Idukki (Package B) under Component 2 of Kerala Solid Waste Management Project (KSWMP)*

**RFP Reference No.:** IN SUCM-360552-CS QCBS

**Loan No./Credit No./ Grant No.:** IBRD-P4960

**Location and Date:** Thiruvananthapuram, Kerala, India

**Date 17 June, 2023**

Dear Mr. /Ms.:

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

2. The *Kerala Solid Waste Management Project (KSWMP)* now invites online proposals to provide the following consulting services (hereinafter called “Services”): “*Selection of Internal Audit Agency for 28 ULBs in the districts of Ernakulam, Alappuzha, Kottayam, & Idukki (Package B) under Component 2 of Kerala Solid Waste Management Project (KSWMP)*”. More details on the Services are provided in the Terms of Reference (Section 7).

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

*Mohammed Y Safirulla K, IAS*

*Project Director*

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# Instructions to Consultants

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## Instructions to Consultants

### A. General Provisions

<p><b>1. Definitions</b></p>	<p>(a) <b>“Affiliate(s)”</b> means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b) <b>“Applicable Law”</b> 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 <b>Data Sheet</b>, as they may be issued and in force from time to time.</p> <p>(c) <b>“Bank”</b> means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>(d) <b>“Borrower”</b> means the Government, Government agency or other entity that signs the <i>[loan/financing/grant<sup>1</sup>]</i> agreement with the Bank.</p> <p>(e) <b>“Client”</b> means the implementing agency that signs the Contract for the Services with the selected Consultant.</p> <p>(f) <b>“Client’s Personnel”</b> is as defined in Clause GCC 1.1 (e).</p> <p>(g) <b>“Consultant”</b> means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(h) <b>“Contract”</b> 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).</p> <p>(i) <b>“Data Sheet”</b> 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.</p>
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<sup>1</sup> [*“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*]



	<p>(j) <b>“Day”</b> means a calendar day, unless otherwise specified as <b>“Business Day”</b>. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.</p> <p>(k) <b>“Experts”</b> means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(l) <b>“Government”</b> means the government of the Client’s country.</p> <p>(m) <b>“in writing”</b> 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.</p> <p>(n) <b>“Joint Venture (JV)”</b> 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.</p> <p>(o) <b>“Key Expert(s)”</b> 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> <p>(p) <b>“ITC”</b> (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>(q) <b>“Non-Key Expert(s)”</b> 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.</p> <p>(r) <b>“Proposal”</b> means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(s) <b>“RFP”</b> means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.</p>
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	<p>(t) <b>“Services”</b> means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u) <b>“SPD - RFP”</b> means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(v) <b>“Sub-consultant”</b> 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.</p> <p>(w) <b>“Terms of Reference (TORs)”</b> (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.</p>
<p><b>2. Introduction</b></p>	<p>2.1 The Client named in the <b>Data Sheet</b> intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the <b>Data Sheet</b>.</p> <p>2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the <b>Data Sheet</b>, for consulting services required for the assignment named in the <b>Data Sheet</b>. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>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 <b>Data Sheet</b>. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>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 <b>Data Sheet</b>.</p>
<p><b>3. Conflict of Interest</b></p>	<p>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.</p>

	<p>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.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<p><b>a. Conflicting Activities</b></p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u>: 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.</p>
<p><b>b. Conflicting Assignments</b></p>	<p>(ii) <u>Conflict among consulting assignments</u>: 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.</p>
<p><b>c. Conflicting Relationships</b></p>	<p>(iii) <u>Relationship with the Client's staff</u>: 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.</p>

<p><b>4. Unfair Competitive Advantage</b></p>	<p>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 <b>Data Sheet</b> 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.</p>
<p><b>5. Fraud and Corruption</b></p>	<p>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.</p> <p>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.</p>
<p><b>6. Eligibility</b></p>	<p>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.</p> <p>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.</p> <p>6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:</p>
<p><b>a. Sanctions</b></p>	<p>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</p>

	<p>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 <b>in the Data Sheet</b>.</p>
<p><b>b. Prohibitions</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>
<p><b>c. Restrictions for State-Owned Enterprises</b></p>	<p>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.</p>
<p><b>d. Restrictions for Public Employees</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.</li> </ul>

<b>B. Preparation of Proposals</b>	
<b>7. General Considerations</b>	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.
<b>8. Cost of Preparation of Proposal</b>	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.
<b>9. Language</b>	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 <b>Data Sheet</b> .
<b>10. Documents Comprising the Proposal</b>	<p>10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b>.</p> <p>10.2 If specified in the <b>Data Sheet</b>, 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).</p> <p>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).</p>
<b>11. Only One Proposal</b>	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 <b>Data Sheet</b> .

<p><b>12. Proposal Validity</b></p>	<p>12.1 Proposals shall remain valid until the date specified in the <b>Data Sheet</b> or any extended date if amended by the Client in accordance with ITC 13.1.1.</p> <p>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.</p> <p>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.</p>
<p><b>a. Extension of Proposal Validity</b></p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p><b>b. Substitution of Key Experts at Validity Extension</b></p>	<p>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.</p> <p>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.</p>

<b>c. Sub-Contracting</b>	12.9 The Consultant shall not subcontract the whole of the Services.
<b>13. Clarification and Amendment of RFP</b>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> 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 <b>Data Sheet</b>. 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:</p> <p>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.</p> <p>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.</p> <p>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.</p>
<b>14. Preparation of Proposals Specific Considerations</b>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>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.</p> <p>14.1.2 The Client may indicate in the <b>Data Sheet</b> 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.</p>



	<p>14.1.3 If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) 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 <b>Data Sheet</b>.</p> <p>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 <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p>
<b>15. Technical Proposal Format and Content</b>	<p>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 <b>Data Sheet</b>. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>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.</p> <p>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 <b>Data Sheet</b> and using the Standard Forms provided in Section 3 of the RFP.</p>
<b>16. Financial Proposal</b>	<p>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 <b>Data Sheet</b>.</p>
<b>a. Price Adjustment</b>	<p>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 <b>Data Sheet</b>.</p>
<b>b. Taxes</b>	<p>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 <b>Data Sheet</b>.</p>

	Information on taxes in the Client’s country is provided in the <b>Data Sheet</b> .
<b>c. Currency of Proposal</b>	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.
<b>d. Currency of Payment</b>	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
<b>C. Submission, Opening and Evaluation</b>	
<b>17. Submission, Sealing, and Marking of Proposals</b>	<p>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 <b>Data Sheet</b>, the Consultant has the option of submitting its Proposals electronically.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the <b>Data Sheet</b>. All copies shall be made from the signed original. If there are discrepancies</p>

	<p>between the original and the copies, the original shall prevail.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “<b>TECHNICAL PROPOSAL</b>”, “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “<b>DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].</b>”</p> <p>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 “<b>FINANCIAL PROPOSAL</b>” “[Name of the Assignment], [reference number], [name and address of the Consultant]”, and with a warning “<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>”</p> <p>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 <b>Data Sheet</b>]”.</p> <p>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.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the <b>Data Sheet</b> and received by the Client no later than the deadline indicated in the <b>Data Sheet</b>, 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.</p>
<p><b>18. Confidentiality</b></p>	<p>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</p>

	<p>Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.</p> <p>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.</p> <p>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.</p>
<p><b>19. Opening of Technical Proposals</b></p>	<p>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 <b>Data Sheet</b>). The opening date, time and the address are stated in the <b>Data Sheet</b>. 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.</p> <p>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 <b>Data Sheet</b>.</p>
<p><b>20. Proposals Evaluation</b></p>	<p>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.</p> <p>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</p>

	evaluation solely on the basis of the submitted Technical and Financial Proposals.
<b>21. Evaluation of Technical Proposals</b>	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 <b>Data Sheet</b> . 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 <b>Data Sheet</b> .
<b>22. Financial Proposals for QBS</b>	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.
<b>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b>	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: <ul style="list-style-type: none"> <li>(i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;</li> <li>(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;</li> <li>(iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and</li> <li>(iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.</li> </ul> 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive

	<p>to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:</p> <ul style="list-style-type: none"> <li>(i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;</li> <li>(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;</li> <li>(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and</li> <li>(iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.</li> </ul> <p>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.</p> <p>23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the <b>Data Sheet</b>) is optional and is at the Consultant's choice.</p> <p>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 <b>Data Sheet</b>. 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.</p>
<p><b>24. Correction of Errors</b></p>	<p>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.</p>

<p><b>a. Time-Based Contracts</b></p>	<p>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.</p>
<p><b>b. Lump-Sum Contracts</b></p>	<p>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.</p>
<p><b>25. Taxes</b></p>	<p>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 <b>Data Sheet</b>.</p>
<p><b>26. Combined Quality and Cost Evaluation</b></p>	
<p><b>a. Quality and Cost-Based Selection (QCBS)</b></p>	<p>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 <b>Data Sheet</b>. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined</p>

	technical and financial scores, will be invited for negotiations.
<b>b. Fixed-Budget Selection (FBS)</b>	<p>26.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the <b>Data Sheet</b> shall be rejected.</p> <p>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.</p>
<b>c. Least-Cost Selection</b>	<p>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.</p>
<b>D. Negotiations and Award</b>	
<b>27. Negotiations</b>	<p>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.</p> <p>27.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p>
<b>a. Availability of Key Experts</b>	<p>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.</p> <p>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.</p>



<p><b>b. Technical Negotiations</b></p>	<p>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.</p>
<p><b>c. Financial Negotiations</b></p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p><b>28. Conclusion of Negotiations</b></p>	<p>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.</p> <p>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.</p>
<p><b>29. Notification of Award</b></p>	<p>29.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily</p>

	<p>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 <b>Data Sheet</b>, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.</p> <p><u>Contract Award Notice</u></p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) name and address of the Client;</li> <li>(b) name and reference number of the contract being awarded, and the selection method used;</li> <li>(c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;</li> <li>(d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;</li> <li>(e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and</li> <li>(f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.</li> </ul> <p>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.</p>
<p><b>30. Signing of Contract</b></p>	<p>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.</p>

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

## Section 2. Instructions to Consultants

### E. Data Sheet

ITC Reference	A. General
1 (m)	<p><b>Electronic –Procurement System</b></p> <p>The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process:</p> <p><a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a>;</p> <p>The electronic-procurement system shall be used to manage the following part of the RFP process:</p> <p><b><i>Issuing RFP and Corrigenda, if any; submissions of Proposals, opening of Proposals, publication of Evaluation outcome</i></b></p>
2.1	<p><b>Name of the Client:</b> Kerala Solid Waste Management Project (KSWMP)</p> <p><b>Method of selection:</b> <i>Quality-cum-Cost Based Selection (QCBS)</i> as per the Procurement Regulations for IPF Borrowers Fourth Edition November 2020 (available on <a href="http://www.worldbank.org">www.worldbank.org</a>)</p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b></p> <p>Yes.</p> <p><b>The name of the assignment is:</b> <i>Selection of Internal Audit Agency for 28 ULBs in the districts of Ernakulam, Alappuzha, Kottayam, &amp; Idukki (Package B) under Component 2 of Kerala Solid Waste Management Project (KSWMP)</i></p>
2.3	<p><b>A pre-proposal conference will be held:</b> Yes</p> <p>Date &amp; Mode of pre-proposal conference: 24 June, 2023; Online</p> <p>Time: 11:00 Hrs</p> <p>Telephone: +91 471 2333 011 E-mail: <a href="mailto:tenderkswmp@gmail.com">tenderkswmp@gmail.com</a>;</p> <p>Link for online pre-proposal conference will be shared by the Client on receipt of e-mail requests from interested Firms and will be available in the KSWMP website (<a href="http://www.kswmp.org">www.kswmp.org</a>.)</p> <p>Contact person / Conference coordinator: <i>Mr. Manoj Kumar P N, Finance Management Expert, KSWMP</i></p>

2.4	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <p>The inputs that will be provided by the Client are as mentioned in the ToR</p>
4.1	<p><b>Not Applicable.</b></p>
6	<p><b>Joint Venture is not allowed</b></p>
6.3.1	<p><b>A list of debarred firms and individuals is available at the Bank's external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></b></p>
<p><b>B. Preparation of Proposals</b></p>	
9.1	<p>This RFP has been issued in the <b>English</b> language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p><b>The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders:</b></p> <p><b><u>For SIMPLIFIED TECHNICAL PROPOSAL (STP):</u></b></p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-4</p> <p>(4) TECH-5</p> <p>(5) TECH-6</p> <p>AND</p> <p><b>The Financial Proposal comprising:</b></p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>

10.2	<b>Statement of Undertaking is required: Yes.</b>
11.1	<p><b>Joint Venture is not allowed,</b></p> <p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes</b></p> <p>“However, this would not allow firms to offer same expert in different packages. The same expert can be proposed by different bidders within one package. The Consultant can apply for more than one package. In such cases, staffing shall be mutually exclusive across these proposals. Also, their financial capability shall be assessed to satisfy the cumulative requirement of number of packages they participate altogether.”</p> <p>“The bidder who is selected for Internal Audit for SPMU shall not be eligible for award of assignment under this RFP for ULBs.”</p>
12.1	<b>Proposals shall be valid for 120 days’ calendar days</b>
12.4	<p>Replace second sentence of ITC 12.4 with the following:</p> <p>“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.</p>
13	<p>Replace ITC 13 with the following:</p> <p>“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 <b>Data Sheet</b> 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.</p> <p>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</p>

	<p>the procedure described in the <b>Data Sheet</b>. 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.</p> <p>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.</p> <p>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.</p> <p>(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'.</p> <p>(b) For this purpose, modification/withdrawal by other means will not be accepted.</p> <p>(c) The modification and consequential re-submission of proposals is allowed any number of times.</p> <p>(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 <b>allowed</b>.</p>
13.1	<b>Clarifications may be requested online no later than 20 days prior to the submission deadline.</b>
13.1.1	<p>The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline.</p> <p>The system will also send auto-e-mail regarding hosting of amendment to the Consultants who have started working on the RFP. The Consultants shall remain responsible to view amendment to RFP.</p>
13.2 (d)	Re-submission of the proposal is " <b>allowed</b> ", if withdrawn.
14.1.2	<b>Estimated total cost of the assignment: INR 438.4 Lakhs for four (4) years</b>

<b>14.1.3</b>	<i>“Not applicable”.</i>
<b>14.1.4 and 26.2</b>	<i>“Not applicable”.</i>
<b>15.1</b>	Delete from the first sentence of ITC 15.1, the following: ‘and shall comprise the documents listed in the <b>Data Sheet</b> ’.
<b>15.2</b>	<b>The format of the Technical Proposal to be submitted is: STP</b> Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
<b>16.1B</b>	<i>Not Applicable</i>
<b>16.2</b>	<b>Price adjustment provision applies to rates: No.</b>
<b>16.3</b>	<b>Information on the Consultant’s tax obligations in India can be found from the Ministry of Finance, Government of India website <a href="http://finmin.nic.in">http://finmin.nic.in</a></b> 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.
<b>16.4</b>	<b>The Financial Proposal shall be submitted in Indian Rupees.</b>
<b>16.5</b>	<b>Payments under the Contract shall be made in Indian Rupees.</b>
<b>C. Submission, Opening and Evaluation</b>	
<b>17</b>	Replace ITC 17 with the following:



	<p>“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 <b>Data Sheet</b>. 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 <b>Data Sheet</b>, 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.</p> <p>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 <b>Data Sheet</b>.”</p>
<p><b>17.1</b></p>	<p><b>The electronic submission procedures shall be as follows:</b></p> <p>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:</p> <p>(a) To participate in the e-tendering process, it is mandatory for the consultants to have enrolment/registration in the website, and valid <i>Class III(DSC) with signing + Encryption</i>] Digital Signature Certificate (in the name of person who</p>

	<p>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 <a href="http://www.cca.gov.in">www.cca.gov.in</a></p> <p>(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 &amp; the user id/ password chosen during registration.</p> <p>(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.</p> <p><i>[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.]</i></p>
<p><b>17.4</b></p>	<p><b>The Proposals must be uploaded on the e-procurement portal specified in ITC 1(m) no later than:</b></p> <p><b>Date: 18/07/2023</b></p> <p><b>Time: 16:00 Hrs.</b></p>
<p><b>17.5</b></p>	<p><i>None</i></p>
<p><b>19</b></p>	<p>Replace ITC 19 with the following:</p> <p>“19.1The Client’s evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the <b>Data Sheet</b> 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 <b>Data Sheet</b>. The opening date, time and the address are stated in the <b>Data Sheet</b>. 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.</p> <p>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;</p>

	and (iii) any other information deemed appropriate or as indicated in the <b>Data Sheet.</b> ”						
<b>19.1</b>	<p><b>The procedure for online opening of technical proposals shall be:</b>  <i>Technical proposal will be opened on the e-procurement portal by the Client’s Evaluation Committee at the date and time indicated below.</i></p> <p><b>Date: 18/07/2023</b></p> <p><b>Time: 16:30 Hrs.</b></p> <p><b>Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at:</b></p> <p>Kerala Solid Waste Management Project (KSWMP)  Upper Ground Floor, Trans Towers, Vazhuthacaud,  Thiruvananthapuram -695014, Kerala, India  Telephone: 0471-2333011  E-Mail: <a href="mailto:tenderkswmp@gmail.com">tenderkswmp@gmail.com</a>  Website: <a href="http://www.kswmp.org">www.kswmp.org</a></p> <p>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</p>						
<b>19.2</b>	<b>In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A</b>						
<b>21.1</b> [for STP]	<p>Consultants’ technical proposal shall be evaluated in two parts.</p> <p><b>Part A</b> (as mentioned below) shall be the mandatory criteria that the Agency must meet. <b><u>Technical Proposals of Agency who do not meet the criteria in Part A, shall not be further evaluated,</u></b> and the proposal shall be rejected. Technical Proposal of Agency, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.</p> <p><b>Part A: Mandatory Criteria:</b></p> <table border="1"> <thead> <tr> <th>S. No:</th> <th>Criteria</th> <th>Documents Required</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Bidder shall be a partnership firm or LLP; registered with the Institute of Chartered Accountants of India (ICAI).</td> <td>a) Copy of Certificate of Incorporation/ Registration/ Partnership Deed, as applicable; and</td> </tr> </tbody> </table>	S. No:	Criteria	Documents Required	1.	Bidder shall be a partnership firm or LLP; registered with the Institute of Chartered Accountants of India (ICAI).	a) Copy of Certificate of Incorporation/ Registration/ Partnership Deed, as applicable; and
S. No:	Criteria	Documents Required					
1.	Bidder shall be a partnership firm or LLP; registered with the Institute of Chartered Accountants of India (ICAI).	a) Copy of Certificate of Incorporation/ Registration/ Partnership Deed, as applicable; and					

		b) Certificate of registration of firms issued by ICAI
2	Bidder should have professional experience of not less than 7 years in conducting internal audits in public sector projects, preferably financed/ funded by bi-lateral or multi-lateral institutions or have conducted audits of the Central/State Schemes.	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/partners  Certificate of registration of practice issued by ICAI
3	The average of annual turnover for the firm in any three years of the last five years should be minimum <b>INR 120 Lakhs.</b> (i.e. FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22)	(ITR of the Firm/Partners along with partnership deed shall be attached)
4	Bidder should have minimum 5 Chartered Accountants in their payrolls	Self-Certification CV should be made available in the format provided.
5	An Agency indicating interest for multiple packages of ULB Audit agency shall be assessed on <b><u>cumulative requirement</u></b> of those packages for Average annual turnover criteria (S. No:3)	Documentation shall support to demonstrate that Consultant meets the cumulative requirement  AND  Clearly indicate the priority order of packages for short listing purpose
<b>Part B: Evaluation Criteria:</b>		

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:												
Sl. No.	Criteria	Supporting Documents	Marks									
1	Write-up on approach, methodology and workplan for the assignment as per scope of work provided. a. Approach b. Methodology c. Work Plan d. Organization Staffing	Detailed write-up based on the requirements in ToR	50									
2	Profile of Team Deployed for this assignment <table border="1"> <thead> <tr> <th>K Code</th> <th>Expert</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>K1</td> <td>Audit Partner</td> <td>30</td> </tr> <tr> <td>K2</td> <td>Audit Manager</td> <td>20</td> </tr> </tbody> </table>	K Code	Expert	Marks	K1	Audit Partner	30	K2	Audit Manager	20	Signed copy of CVs of Team members proposed to be deployed in the engagement, along with photograph and proof of experience.	50
K Code	Expert	Marks										
K1	Audit Partner	30										
K2	Audit Manager	20										
<b>Total</b>			100									
<b>Total points for the chosen criteria:</b>		<b>100</b>										
<b>The minimum technical score (St) required to pass is:</b>		<b>70</b>										
<b>22.2</b>	Replace second sentence of ITC 22.2 with the following: “All other Financial Proposals shall not be opened.”											
<b>Public Opening of Financial Proposals</b>												
<b>23</b>	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:											

	<p>(i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;</p> <p>(ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;</p> <p>(iii) their Financial Proposals will not be opened; and</p> <p>(iv) notify them of the date, time and location of the online public opening of the Financial Proposals and invite them to attend.”</p> <p>In ITC 23.2(b) first sentence, after the words ‘in writing’, add the following: ‘online through e-procurement portal’</p> <p>In ITC 23.2(b)(iv), after the words ‘location of the’ add the following: ‘online’</p> <p>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”</p> <p>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 <b>Data Sheet</b>. 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 <b>Data Sheet</b> provides for other means of sending notifications and the results of the financial opening.”</p>
<p><b>23.5</b></p>	<p>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.</p> <p>Any interested party who wishes to attend this public opening should contact Project Director, KSWMP, <a href="mailto:tenderkswmp@gmail.com">tenderkswmp@gmail.com</a> and request to be notified of the location, date and time of the public opening of Financial</p>

	<p>Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.</p> <p>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.</p>
<b>25.1</b>	<p>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.</p> <p>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.</p>
<b>26.1 (QCB S only)</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 80%</b></p> <p><b>P = 20%</b></p> <p>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: <math>S = St \times T\% + Sf \times P\%</math>.</p>
	<p><b>D. Negotiations and Award</b></p>
<b>27.1</b>	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>TENTATIVE Date:</b> 05, August, 2023</p> <p><b>Address:</b> Upper Ground Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram -695014, Kerala, India</p> <p>Telephone: 0471-2333011</p>

	<p>E-Mail: <a href="mailto:tenderkswmp@gmail.com">tenderkswmp@gmail.com</a></p> <p>Website: <a href="http://www.kswmp.org">www.kswmp.org</a></p>
<b>29</b>	<p>29.1 Disabled</p> <p>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.”</p>
<b>30.1</b>	<p>Replace ITC 30 with the following:</p> <p>“The Contract shall be signed prior to the expiry date of the Proposal validity, specified in ITC 12.1 or any extension thereof.”</p>
<b>30.2</b>	<p><b>Expected date/month for the commencement of the Services:</b></p> <p><b>Month:</b> August, 2023</p>
<b>31.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers (Annex III)</u>.” 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:</p> <p><b>For the attention:</b> Mohammed Y Safirulla K, IAS</p> <p><b>Title/position:</b> <i>Project Director</i></p> <p><b>Client:</b> <i>KSWMP</i></p> <p><b>Email address:</b> <a href="mailto:tenderkswmp@gmail.com">tenderkswmp@gmail.com</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of this Request for Proposal;</li> <li>2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and</li> <li>3. the Client’s decision to award the contract.</li> </ol>



## ***Annexure 1 to SECTION-2***

### **SPECIFIC APPLICATION OF EVALUATION CRITERIA**

**a) CRITERIA I ADEQUACY AND QUALITY OF THE PROPOSED METHODOLOGY, AND WORKPLAN IN RESPONDING TO THE TERMS OF REFERENCE (TORs) - 50 POINTS**

Detailed Work Plan, Approach & Methodology. Understanding of the requirements of ToR, Audit team's knowledge in government accounting and FMS, skills sets and expertise, usage of appropriate and researched methodology and related tools for the successful completion of the assignment shall be highlighted Also, this shall evidence the ability of the firm to sustain an effective internal audit capability for the duration of the contract.

**1. Point allocation for Sub Criteria: Technical Approach and Methodology (30 points)**

*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.*

<b><i>Sub Criteria</i></b>	<b><i>Point Allocation</i></b>	<b><i>Max. Score allocated for the Criteria</i></b>
<b>Technical Approach</b>		<b>15</b>
<i>Excellent: Substantially exceeding the specified requirement.</i>	15	
<i>Very Good: Marginally exceeding the specified requirement.</i>	13	
<i>Good: Just meeting the specified requirement.</i>	10	
<i>Average: Marginally below the specified requirement.</i>	7	
<i>Below Average: Substantially below the specific requirement.</i>	00	
<b>Methodology</b>		<b>15</b>
<i>Excellent: Substantially exceeding the specified requirement.</i>	15	
<i>Very Good: Marginally exceeding the specified requirement.</i>	13	
<i>Good: Just meeting the specified requirement.</i>	10	
<i>Average: Marginally below the specified requirement.</i>	7	
<i>Below Average: Substantially below the specific requirement.</i>	00	

**2. Point allocation for Sub Criteria: Work Plan and Staffing (20 points)**

*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.*

<b><i>Sub Criteria</i></b>	<b><i>Point Allocation</i></b>	<b><i>Max. Score allocated for the Criteria</i></b>
<b>Work Plan</b>		<b>15</b>
<i>Excellent: Substantially exceeding the specified requirement.</i>	15	
<i>Very Good: Marginally exceeding the specified requirement.</i>	10	
<i>Good: Just meeting the specified requirement.</i>	7	
<i>Average: Marginally below the specified requirement.</i>	5	
<i>Below Average: Substantially below the specific requirement.</i>	00	
<b>Organization Staffing</b>		<b>5</b>

<i>Excellent: Substantially exceeding the specified requirement.</i>	05	
<i>Very Good: Marginally exceeding the specified requirement.</i>	04	
<i>Good: Just meeting the specified requirement.</i>	03	
<i>Average: Marginally below the specified requirement.</i>	02	
<i>Below Average: Substantially below the specific requirement.</i>	00	

**b) CRITERIA II KEY EXPERTS' QUALIFICATIONS AND COMPETENCE FOR THE ASSIGNMENT: 50 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%]

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

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

	<b>Adequacy for the Assignment</b>	<b>Point Allocation as percentage of Max. Score allocated for "Adequacy for The Assignment" for specific Key Expert Position</b>
I	<i>Excellent: Substantially exceeding the specified requirement.</i>	70%
II	<i>Very Good: Marginally exceeding the specified</i>	63%

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	<i>requirement.</i>	
III	<i>Good: Just meeting the specified requirement.</i>	56%
IV	<i>Average: Marginally below the specified requirement.</i>	49%
V	<i>Below Average: Substantially below the specific requirement.</i>	0
VI	<i>Poor Submission</i>	0

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### 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**

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{Location, Date}

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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-4

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**  
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

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Footnote to FORM TECH 4

**Technical Approach, Methodology** Understanding of the requirements, Audit team's knowledge in government accounting and FMS, skills sets and expertise, usage of appropriate and researched methodology and related tools for the successful completion of the assignment shall be highlighted Also, this shall evidence the ability of the firm to sustain an effective internal audit capability for the duration of the contract.

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## FORM TECH-5

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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


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



### FORM TECH-6 TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

- 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)**

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

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

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**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.}

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

Membership in Professional Associations and Publications:

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

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**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  
Date

Signature

{day/month/year}

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

Signature

Date

## **Section 4. Financial Proposal - Standard Forms**

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

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

FIN-1      Financial Proposal Submission Form

FIN-2      Summary of Costs

FIN-3      Breakdown of Cost

FIN-4      Reimbursable expenses

FIN-5      Bill Of Quantity

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

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

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

### FORM FIN-2 SUMMARY OF COSTS

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



### FORM FIN-3 BREAKDOWN OF COST

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

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

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## FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

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

Legend:

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

**FORM FIN-5  
BILL OF QUANTITY**

[Instruction to Consultants on Price Schedule]

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

Note: The Format below has listed the deliverables for the contract period. Though the duration of the Contract is for four years with the option of review at the end of each year and Client reserving the right for discontinuing the services of the Consultant due to non-performance. For the deliverables of the Consultant during the entire pendency of the Engagement, the unit rates filled in by the Consultant in this **Form FIN – 5** would be applicable.

No (a)	Deliverables and structure of financial proposal (b)	Quantity (c)	Unit Rate (d)	Total Value (INR) (e) = (c)*(d)
1	Inception Report	LS*		
2	Quarterly Reports to SPMU	4 Nos		
	<b>Total value of engagement for 1 year**</b>			<b>XXXXX</b>

*#GST as applicable to be filled in FORM FIN 2*

Note: Please refer Section 7 (Deliverables) on the ToR before filling.

\* Lumpsum amount quoted for INCEPTION REPORT (Row 1) shall be limited to **5%** of the amount for "Quarterly Reports to SPMU" (Row 2)

\*\* The amount quoted in FORM FIN 5 should be for 1 year and the unit rates discovered will be the basis of payment for the selected agency, if the selected agency is reappointed/extended for the assignment after performance review at the end of each year

## **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;

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- 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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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<sup>3</sup> 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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<sup>1</sup> 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.

<sup>2</sup> 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.

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

## **Section 7 Terms of Reference for**

### *Selection of Internal Audit Agency for 28 ULBs in the districts of Ernakulam, Alappuzha, Kottayam, & Idukki (Package B) under Component 2 of Kerala Solid Waste Management Project (KSWMP)*

#### **1. Background of the Project**

The Kerala Solid Waste Management Project (KSWMP), supported by World Bank by an IBRD loan, is designed to address the key institutional, financial, service delivery and infrastructure constraints in the SWM system in Kerala through an integrated service delivery value chain approach. It provides a combination of technical and financial assistance to (i) state level agencies such as LSGD, SPMU, DPMUs and (ii) to participating ULBs to improve their institutional and financial capacities, and their infrastructure and service delivery systems for SWM. The project will support a hybrid approach of decentralized and centralized solutions to improve SWM service delivery. At the local level, participating ULBs will have a lead role in delivering SWM services including, generator-level waste segregation and treatment, primary collection and transportation, waste processing and recycling. The project will provide technical assistance and incentive grants to ULBs for undertaking key institutional reform actions and investments that are critical to strengthening the ULB's capacity for delivering SWM services. Owing to the demographic and geographic profile of the state, characterized by closely located medium and small-sized ULBs and peri-urban areas with high population density, the project will also support a regional approach for SWM processing and disposal.

#### **2. Project Components**

The project provides technical assistance and training activities and investment finance to support creation of new/upgradation of existing SWM infrastructure at ULB and Regional levels through mechanisms more described in the PAD. [refer PAD]. It comprises three components as detailed below:

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

The component will provide technical assistance and capacity building at state and local levels for (a) undertaking SWM institutional, financial and policy reforms; (b) planning, designing and implementing investment sub-projects for climate smart and disaster resilient SWM infrastructure and service-provision improvements; (c) organizational development of participating ULBs for inclusive and sustainable SWM service delivery; and (d) awareness generation, gender inclusion and stakeholder engagement. This component will also provide project management, coordination and monitoring support at state, district and local levels. Lastly, this component will provide technical support to LSGD, and participating ULBs for (i) developing guidelines and systems for COVID-19 related waste management, sanitization

and public hygiene practices to be rolled out across all urban areas, and (ii) carrying out social awareness, sensitization and training programs for key stakeholders and citizens. Key activities include:

- a) Technical Assistance to state agencies for policy reform, strengthening of organisational capacities and institutional systems including development of rules and regulations, and operational procedures and training.
- b) Technical Assistance to ULBs to strengthen their institutional systems including financial systems and cost recovery mechanisms, establishing mechanisms to partner with various city level agencies for SWM activities, project planning, design and implementation and O&M support.
- c) Training and awareness generation/Information Education Communication support for all agencies for SWM activities.

### **Component 2: Grant support to ULBs for SWM**

The component will provide grants to the participating ULBs for improving their local level SWM systems and capacities, mainly on (a) primary collection and transportation systems for solid waste, including the provision for performance-based contracts with Kudumbashree and HKS women groups as SWM service providers, (b) source segregation and treatment for BDW at decentralized level, (c) rehabilitation of existing MCFs/RRFs and development of new integrated MRFs, (d) development of BDW management facilities, (f) closure/remediation of existing dumpsites and development of disposal cells as interim disposal facilities, (g) public space cleaning, sanitization, waste removal activities as well as cleaning and sanitization of government offices, hospitals, community level waste recycling and processing facilities (in the context of COVID-19), (h) protective gear, equipment, masks, chemicals, disinfectants etc. for sanitation and waste management workers, (i) operations and maintenance payments for performance-based contracts and tipping fees for regional disposal, and (j) implementation of environment and social risk mitigation actions.

Grants to ULBs will be managed in accordance with a Grant Management Manual [refer GMM] approved by the Bank and GoK. Two types of grants will be provided under this arrangement (i) Basic Grants, available once ULBs sign a Participation Agreement [refer PA] and Incentive Grants available as and when ULBs satisfy a certain threshold criteria/requirement as set out in GMM and shown below:

<b>Grant allocation ceiling</b>	<b>Eligibility Criteria</b>
Basic Grants (40%)	Available once ULBs sign a Participation Agreement



<p>Incentive Grants (40%)</p>	<p>ULBs must have fulfilled all following three conditions:</p> <ul style="list-style-type: none"> <li>a) Prepared a 5-year city-wide plan for climate-smart and disaster-resilient SWM, which has been approved by SPMU</li> <li>b) Issued SWM by-laws that incorporate the principles of GoK's new SWM strategy</li> <li>c) Confirmed access to/use of facility for safe disposal of waste</li> </ul>
<p>Incentive Grants (20%)</p>	<p>5% grants on fulfilling each of the following four conditions:</p> <ul style="list-style-type: none"> <li>a) Hired top two-level staff as per SWM org. structure approved by GoK</li> <li>b) Signed performance-based contracts for waste collection and transportation (C&amp;T) services</li> <li>c) Plan developed for levying user charges and O&amp;M budgeting</li> <li>d) Implemented M&amp;E including grievance redressal mechanism</li> </ul>

Verification of eligibility criteria and compliance checks will be done periodically based on which the grants will be adjusted/readjusted. There will be a separate Independent Verification Agency (IVA) who will provide these services and the Internal auditors, as part of their audit program only need to ensure if these activities are done for the period under audit.

### **Component 3: Development of regional SWM facilities**

This component will finance, inter alia: (a) regional processing and recycling facilities; (b) regional construction and demolition (C&D) waste management facilities; (c) transfer stations and regional sanitary landfills for municipal solid waste disposal; and (d) closure/remediation of existing waste dumpsites and development of incremental disposal cells as interim safe disposal facility. These downstream activities aim at completing the value chain. They will be implemented and managed by SPMU in compliance with the National SWM Rules 2016 and the guidelines issued by CPCB. In addition, this component will finance the biomedical waste management facilities to expand the state's capacity to deal with increased volumes of biomedical waste in the context of COVID-19 pandemic.

All activities relating to Component 3 will be done by SPMU in assistance with a Project Management Consultant and project accounts and records relating to these activities will be maintained by SPMU F&A staff. The funds for this activity will be received by the SPMU from GoK through the state's planning and budgeting process and will be credited into the account of the SPMU maintained with the treasury with which it is mapped. All expenditure

relating to activities under this component will be made from these funds. The SPMU is expected to prepare project accounts and prepare six monthly Interim Financial Reports to the Bank which capture all key details of funds received and spent including necessary expenditure details for the period under report.

### **3. Accounts and Financial Reporting**

The funds from the World Bank will be received on “advance and reimbursement” methods and will be report based. These will be received in accordance with the established procedures of GoI and GoK. There will be physical transfer of funds for Components 1 and 3 into SPMU account and for Component 2, ULBs will receive an annual Letter of Allotment that entitles them spend project funds on eligible activities and projects.

All activities relating to Components 1 & 3 will be carried by SPMU in assistance with a Project Management Consultant and project accounts and records relating to these activities will be maintained by SPMU F&A staff. The funds for this activity will be received by the SPMU from GoK through the state’s planning and budgeting process and will be credited into the account of the SPMU maintained with the treasury with which it is mapped. All expenditure relating to activities under this component will be made from these funds. The SPMU is expected to prepare project accounts and prepare six monthly Interim Financial Reports (IFRs) to the Bank which capture all key details of funds received and spent including necessary expenditure details for the period under report.

Similarly, the activities relating to Component 2 will be carried by ULBs with assistance from district level Technical Support Consultants. Project accounts and records relating to these activities will be maintained by ULB-PIU F&A staff. ULBs will be required to report the grant utilisation to DPMU and SPMU by means of a Grant Utilisation Report prepared and submitted quarterly. These reports will feed into the IFRs that will be prepared by SPMU for submission to the Bank.

### **4. Internal Audit Mandate**

The FM assessment for the Project revealed “substantial” FM risks to the Project and the Project Appraisal Document has identified key risk mitigation measures that include periodical conduct of the Internal audit of all activities under the Project by the designated Internal Auditors. The mandate of this assignment is to conduct Internal Audit ULB-PIUs covering the financial, compliance and performance issues *relating to the Component 2* and suggest “corrective action” where necessary. Accordingly, the Project Agreements concluded with the GoK, contain a legal covenant for conduct of periodical Internal Audits as per the Audit Objectives, Scope and Coverage detailed in these ToR.

### **5. Audit Objectives**

Internal audit is independent appraisal activity, of the project operations, financial management systems and accounting records. It is required to provide an assurance to the

SPMU and the Bank that the Project's operations are carried out efficiently and effectively and that the financial and accounting records are reliable and accurate, and the key risks are properly mitigated/managed.

The overall objectives of the Internal Audit are:

- a) To ascertain and evaluate the adequacy and effectiveness of the financial management and internal control framework established for the project/ULBs.
- b) To ascertain compliance of the laid down policies, financial norms, state government procedures, guidelines, manuals, etc as applicable to the KSWMP/ULBs.
- c) To provide SPMU with timely information and recommendations on financial management aspects of the project to enable timely corrective actions, as may deemed necessary.
- d) To express an independent professional opinion on project accounts, Grant Utilisation Reports, IFRs, and the related information including opinion with regard to the efficiency, effectiveness and economy of the program operations.
- e) To play a role in assisting management with fraud related issues, including the prevention, detection and investigation of fraud as part of "bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes

## **6. Audit Standards**

The Internal Audit will be carried out in accordance with the Guidelines of CAG read in conjunction with the "standards on Internal Audit" issued by the ICAI and the International Standards for the Professional Practice of Internal Auditing issued by the Institute of Internal Auditors. The internal auditor should accordingly evaluate risk exposures relating to the project's governance, operations, and information systems, and plan the scope and coverage and examine the records to provide necessary assurance on financial management systems and records and detect indicators of fraud and corruption and report thereon.

## **7. Scope & Coverage**

The Internal Auditors while preparing their IA plans may limit the scope and coverage to the activities carried on by the auditee institutions under Component 2 only. The Internal Auditors should pay special attention in assessing whether adequate controls have been established and complied with to ensure:

- a) The Bank funds have been used in accordance with the conditions of the legal agreements and only for the purposes for which the financing was provided.
- b) The GoK funds for the project have been provided and used in accordance with the relevant legal agreements and only for the purposes for which they were provided.
- c) Project assets are adequately safeguarded and used solely for their intended purposes; and

- d) Grants to ULBs have been disbursed in accordance with the Grant Management Guidelines laid down in PIM and all unspent grants are correctly reported to the GoK and the Bank.
- e) All necessary supporting documents, records, and accounts have been kept in respect of all project transactions including expenditures reported via Grant Utilization Reports (GURs)/Interim Financial Reports (IFRs).

The audit will cover the activities, funds disbursed, and expenditure incurred and disbursed under Component 2 of the Project. The overall scope and coverage will be determined by the Internal Auditors in accordance with the mandate and objectives given above and the risk-based audit requirements. However, in doing so, the following specific issues will be addressed:

- a) An assessment of the adequacy of the project financial management systems, including internal controls. This would include aspects such as adequacy and effectiveness of accounting, financial and operational controls, and any needs for revision; level of compliance with established policies, plans and procedures; reliability of accounting systems, data and financial reports; methods of remedying weak controls or creating controls in areas where they are lacking; verification of assets and liabilities.
- b) Efficiency and timeliness of the funds flow mechanism at the State, SPMU and the ULBs.
- c) Efficiency and timeliness of funds flow mechanisms through the State/District/sub-Treasury account/s of the SPMU/ULBs with whom these Agencies have separate account for the Project. This will include a review of the processes followed in receiving the funds and releasing the payments; in case of ULBs, the review should also include compliance with the conditions (performance criteria) for each release (as laid down in the Grant Management Guidelines section of the PIM) and are in line with the financing agreement and confirmations of the fund transfers will be verified during the audit process.
- d) Whether the accounting for the advances and fund releases are properly recorded in the accounting books and systems in place for monitoring the receipt of periodic financial reports and follow up on outstanding advances are adequate.
- e) An assessment of compliance with provisions of financing agreements (IBRD Project Agreement), especially those relating to procurement, accounting and financial matters.
- f) Goods, works and services financed have been procured in accordance with the Procurement Systems for Goods and Services as laid down in section 12 of the PIM, conditions prescribed in the Project and Financing Agreements (between the Bank and GoK) for the Project; in addition compliance to Procurement Regulations of the Bank (the Bank's "**Procurement Regulations for IPF Borrowers**" **November 2020 and its latest revisions** ("Procurement Regulations")), which can be found at the following website: [www.worldbank.org](http://www.worldbank.org).) also needs to be assessed and reported.

- g) All necessary supporting documents, records, and accounts have been kept in respect of all project activities and that clear linkages exist between accounting records, accounts books and the periodic financial reports (the GURs and IFRs and such other reports).
- h) Adequate records are maintained regarding the assets created and assets acquired by the project, including details of cost, identification, and location of assets, and ensuring that there is a system of physical verifications of assets.
- i) Periodical reconciliations (at least quarterly) of ledger accounts are carried out with treasury statements and treasury reports and that differences if any are accounted with proper authorization.

The internal auditor is expected to obtain and satisfactorily document sufficient audit evidence to support audit conclusions and audit reporting.

## 8. Period of Audits

Internal audit will be conducted quarterly according to the following schedule:

Period of Audit	Submission of Report to SPMU
Q1 - April-June	End of July
Q2 - July-Sept	End of Oct
Q3 - Oct-Dec	End of Jan
Q4 – Jan-Mar	End of April

## 9. Submission of Reports & Deliverables

Upon completion of the audit, the auditors should, not later than 15 days of completion, prepare a detailed list of observations with supporting evidence and number of instances in which deviations were observed, the risks and control weaknesses identified and the recommendations for the corrective actions. These observations should be discussed with the authorised persons in the Auditee Institution and agreed with them. Management responses to the audit findings should be obtained including the timeline for remediation (if any) and persons responsible to take the corrective actions.

Internal audit reports with the following key content, should be submitted to the SPMU in accordance with the above schedule. A copy of the report should be transmitted to the Bank for its information.

- a) The objective and scope of the internal audit
- b) A summary of the internal auditing procedures performed including risks identified and sample of transactions chosen for control and substantive audit procedures.
- c) The internal auditor's opinion as to the overall adequacy of the systems of internal control, indicating unambiguously whether that opinion is unqualified, qualified, or adverse.

- d) Detailed internal audit findings, with adequate descriptions of weaknesses identified and the associated business impact and risk. In detailing the findings, the auditors may preferably use the 5-Cs - Condition, Criteria, Cause, Consequence and Corrective Action. The audit observations should be supported by instances and quantified, as far as practicable
- e) Appropriate and reasonable recommendations to address the identified weaknesses.
- f) Management Responses to the audit findings including the timeline for remediation (if any) and persons responsible to take corrective action.
- g) Actions taken on the recommendations made in the previous audit reports.

The Internal Auditors should become familiar with the Project, and with the relevant policies and guidelines of the World Bank (including those relating to disbursements, procurement and financial management and reporting). The auditors would be provided copies of the Project Implementation Plan, Project Appraisal Document (PAD) of the World Bank and the Project Agreements and the relevant World Bank policies and guidelines. In addition, they would also be provided with the GoK's procurement rules and regulations, the treasury code and other policies as may deemed necessary by SPMU in conjunction with the Internal Auditors.

### Payment Milestone

Milestone Deliverable	Timeline	Payment
Inception Report	Within 15 days of signing of contract	As quoted in FORM FIN 5
Submission of Report to SPMU-Quarterly Reports	Quarterly, 6% each for 16 quarters	As per quoted UNIT RATE in FORM FIN 5

Payment shall be made within 60days from submission of invoice following submission of the deliverables listed above.

### 10. Period of Appointment of Auditors

The appointment will be for a period of 4 years, but on renewable basis; the performance of the firms will be reviewed at the end of each year and subject to satisfactory level of performance, the extension/reappointment letter will be issued.

### 11. Client's Input And support

The client would facilitate to make available any supporting documents necessary for the completion of the consultant's duties.

### 12. Implementation arrangement:

A dedicated SPMU has been established under the Project Director supported by a full-time Deputy Project Director and a team of core technical staff for carrying out core functions of the project. To monitor and coordinate the activities of ULBs, DPMUs have been set up in each of the 14 districts of the State. At the local level, all the participating ULBs have constituted a PIU under the Secretary (executive head) of the ULB.

### 13. Firms' Experience, Eligibility and Audit Resources

The criteria to evaluate the eligibility, experience and other qualifications will include the following:

- 13.1. Bidder shall be a partnership firm /LLP and registered with the Institute of Chartered Accountants of India (ICAI)
- 13.2. Bidder should have professional experience of not less than 7 years in conducting internal audits in public sector projects, preferably financed/ funded by bi-lateral or multi-lateral institutions or have conducted audits of the Central/State Schemes as evidenced by list of credentials.
- 13.3. The bidder should have an average annual turnover of minimum INR 120 Lakhs in any of 3 Financial Years in the last 5 Financial Years. Bidder should have minimum 5 CA under their payrolls.
- 13.4. The Bidder should not have been blacklisted by a Public Sector Bank, RBI, NABARD, IBA or any other Government agencies or subjected to any legal action due to non-delivery/ underperformance. Bidder must certify to that effect.

### 14. Eligibility criteria for consultant as a firm: Required Key Professionals

The list of key audit personnel whose CVs will have to accompany the proposal are listed in the table below.

Sl.No	Key Professional Staff	Description of Service/Role	Qualification & Experience	Whether CV will be evaluated
1	Audit Partner	Overall coordination, & planning, and team	Chartered Accountant with at least 7 years of	CV will be evaluated

Sl.No	Key Professional Staff	Description of Service/Role	Qualification & Experience	Whether CV will be evaluated
		leadership, reporting, liaison with client	experience in the area of internal audit planning, execution, and reporting. Additional Experience in government accounting and FM systems.	
2	Audit Manager	Responsibility to lead the audit teams in the field, planning and execution of the audits, discussions with SPMU/ULBs and report writing and finalization.	Chartered Accountant with at least 5 years of experience in the area of internal audit planning, execution, and reporting. Additional Experience in government accounting and FM systems. Working knowledge of local language (Malayalam) mandatory.	CV will be evaluated
3	Audit Team Members <i>(Numbers to be provided by Firms as part of their Proposal)</i>	Carry out audit assignments on field – financial, compliance and performance audits	Persons with at least 3 years of experience in the area of internal audit planning, execution, and reporting. Additional Experience in government accounting and FM systems. Experience in Treasury Code, budgets, and financial rules of the Govt. Experience in conducting procurement and performance audits desirable.	CV will not be evaluated



Sl.No	Key Professional Staff	Description of Service/Role	Qualification & Experience	Whether CV will be evaluated
			Working knowledge of local language (Malayalam) mandatory	

### 15. Consultant's Facilities

It should be noted that the consultant shall need to provide all the administrative, technical, professional and support staff needed to carry out their services efficiently. The Consultants shall also be responsible for providing 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.

### Annexure

#### List of ULBs in Package B

Sl No	District	ULB
1	Alappuzha	Haripad
2		Mavelikkara
3		Cherthala
4		Kayamkulam
5		Alappuzha
6		Chengannur
7	Ernakulam	Aluva
8		Perumbavoor
9		Moovattupuzha
10		Maradu
11		Eloor
12		Thrikkakkara
13		North Paravur
14		Angamaly
15		Koothattukulam
16		Piravom
17		Thripunithura
18		Kalamassery

19		Kothamangalam
20		Kochi (Municipal Corporation)
21	Idukki	Thodupuzha
22		Kattappana
23	Kottayam	Erattupetta
24		Vaikom
25		Changanassery
26		Palai
27		Ettumanoor
28		Kottayam

## **Section 8. Conditions of Contract and Contract Forms**

LUMP-SUM FORM OF CONTRACT

**STANDARD FORM OF CONTRACT**

# **Consultant's Services**

Lump-Sum

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## CONTRACT FOR CONSULTANT'S SERVICES

### Lump-Sum

**Project Name:** *Kerala Solid Waste Management Project (KSWMP)*

**[Loan/Credit/Grant] No.** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

Assignment Title: *Selection of Internal Audit Agency for 28 ULBs in the districts of Ernakulam, Alappuzha, Kottayam, & Idukki (Package B) under Component 2 of Kerala Solid Waste Management Project (KSWMP)*

**between**

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

**and**

\_\_\_\_\_  
***[Name of the Consultant]***

**Dated:** \_\_\_\_\_

## I. Form of Contract

### LUMP-SUM

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

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

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

#### WHEREAS

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

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

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



NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

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

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

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture]*

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

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

<p><b>1. Definitions</b></p>	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) <b>“Applicable Law”</b> 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 <b>Special Conditions of Contract (SCC)</b>, as they may be issued and in force from time to time.</p> <p>(b) <b>“Bank”</b> means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>(c) <b>“Borrower”</b> means the Government, Government agency or other entity that signs the financing agreement with the Bank.</p> <p>(d) <b>“Client”</b> means the implementing agency that signs the Contract for the Services with the Selected Consultant.</p> <p>(e) <b>“Client’s Personnel”</b> 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.</p> <p>(f) <b>“Consultant”</b> means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</p> <p>(g) <b>“Contract”</b> 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).</p> <p>(h) <b>“Day”</b> means a working day unless indicated otherwise.</p> <p>(i) <b>“Effective Date”</b> means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>(j) <b>“Experts”</b> 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.</p> <p>(k) <b>“Foreign Currency”</b> means any currency other than the currency of the Client’s country.</p>
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	<p>(l) <b>“GCC”</b> means these General Conditions of Contract.</p> <p>(m) <b>“Government”</b> means the government of the Client’s country.</p> <p>(n) <b>“Joint Venture (JV)”</b> 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.</p> <p>(o) <b>“Key Expert(s)”</b> 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> <p>(p) <b>“Local Currency”</b> means the currency of the Client’s country.</p> <p>(q) <b>“Non-Key Expert(s)”</b> means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.</p> <p>(r) <b>“Party”</b> means the Client or the Consultant, as the case may be, and <b>“Parties”</b> means both of them.</p> <p>(s) <b>“SCC”</b> means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(t) <b>“Services”</b> means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(u) <b>“Sub-consultants”</b> means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p> <p>(v) <b>“Third Party”</b> means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
<p><b>2. Relationship between the Parties</b></p>	<p>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.</p>
<p><b>3. Law Governing Contract</b></p>	<p>3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p>

<b>4. Language</b>	4.1. This Contract has been executed in the language specified in the <b>SCC</b> , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>5. Headings</b>	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
<b>6. Communications</b>	<p>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 <b>SCC</b>.</p> <p>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 <b>SCC</b>.</p>
<b>7. Location</b>	7.1. The Services shall be performed at such locations as are specified in <b>Appendix A</b> 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.
<b>8. Authority of Member in Charge</b>	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the <b>SCC</b> 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.
<b>9. Authorized Representatives</b>	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 <b>SCC</b> .
<b>10. Fraud and Corruption</b>	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.
<b>a. Commissions and Fees</b>	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.
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## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

<b>11. Effectiveness of Contract</b>	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.
<b>12. Termination of Contract for Failure to Become Effective</b>	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.
<b>13. Commencement of Services</b>	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.
<b>14. Expiration of Contract</b>	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.
<b>15. Entire Agreement</b>	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.
<b>16. Modifications or Variations</b>	<p>16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p>

<b>17. Force Majeure</b>	
<b>a. Definition</b>	<p>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.</p> <p>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.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<b>b. No Breach of Contract</b>	<p>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.</p>
<b>c. Measures to be Taken</b>	<p>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.</p> <p>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.</p> <p>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.</p>

	<p>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:</p> <p>(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</p> <p>(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.</p> <p>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 &amp; 50.</p>
<p><b>18. Suspension</b></p>	<p>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.</p>
<p><b>19. Termination</b></p>	<p>19.1. This Contract may be terminated by either Party as per provisions set up below:</p>
<p><b>a. By the Client</b></p>	<p>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):</p> <p>(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;</p> <p>(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</p>



	<p>law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <ul style="list-style-type: none"> <li>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;</li> <li>(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;</li> <li>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> <li>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</li> </ul> <p>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.</p>
<p><b>b. By the Consultant</b></p>	<p>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.</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(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.</li> <li>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.</li> <li>(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.</li> </ul>

<p><b>c. Cessation of Rights and Obligations</b></p>	<p>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.</p>
<p><b>d. Cessation of Services</b></p>	<p>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.</p>
<p><b>e. Payment upon Termination</b></p>	<p>19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> <li>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</li> <li>(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.</li> </ul>

### C. OBLIGATIONS OF THE CONSULTANT

<p><b>20. General</b></p>	
<p><b>a. Standard of Performance</b></p>	<p>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</p>

	<p>all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>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.</p>
<p><b>b. Law Applicable to Services</b></p>	<p>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.</p> <p>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</p> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or</li> <li>(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.</li> </ul> <p>20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
<p><b>21. Conflict of Interest</b></p>	<p>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.</p>
<p><b>a. Consultant Not to Benefit from Commissions, Discounts, etc.</b></p>	<p>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</p>

	<p>as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>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.</p>
<b>b. Consultant and Affiliates Not to Engage in Certain Activities</b>	<p>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.</p>
<b>c. Prohibition of Conflicting Activities</b>	<p>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.</p>
<b>d. Strict Duty to Disclose Conflicting Activities</b>	<p>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.</p>
<b>22. Confidentiality</b>	<p>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.</p>
<b>23. Liability of the Consultant</b>	<p>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.</p>

<p><b>24. Insurance to be taken out by the Consultant</b></p>	<p>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.</p>
<p><b>25. Accounting, Inspection and Auditing</b></p>	<p>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.</p> <p>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).</p>
<p><b>26. Reporting Obligations</b></p>	<p>26.1. The Consultant shall submit to the Client the reports and documents specified in <b>Appendix A</b>, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
<p><b>27. Proprietary Rights of the Client in Reports and Records</b></p>	<p>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</p>

	<p>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.</p> <p>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.</p>
<p><b>28. Equipment, Vehicles and Materials</b></p>	<p>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.</p> <p>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.</p>
<p><b>29. Code of Conduct</b></p>	<p>Not used</p>
<p><b>30. Forced Labor</b></p>	<p>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.</p> <p>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</p>

	<p>payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>
<p><b>31. Child Labor</b></p>	<p>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).</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) with exposure to physical, psychological or sexual abuse;</li> <li>(b) underground, underwater, working at heights or in confined spaces;</li> <li>(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;</li> <li>(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</li> <li>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</li> </ul>
<p><b>32. Non-Discrimination and Equal Opportunity</b></p>	<p>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,</p>

	<p>termination of employment or retirement, and disciplinary practices.</p> <p>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).</p>
<b>33. Training of Experts</b>	<p>33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.</p> <p>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.</p>

#### **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

<b>34. Description of Key Experts</b>	<p>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 <b>Appendix B</b>.</p>
<b>35. Replacement of Key Experts</b>	<p>35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>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.</p>
<b>36. Removal of Experts or Sub-consultants</b>	<p>36.1. If the Client finds that any of the Experts or Sub-consultant:</p> <ul style="list-style-type: none"> <li>(a) persists in any misconduct or lack of care;</li> <li>(b) carries out duties incompetently or negligently;</li> <li>(c) fails to comply with any provision of the Contract;</li> </ul>



	<p>(d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services;</p> <p>the Consultant shall, at the Client's written request, provide a replacement.</p> <p>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.</p> <p>36.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>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.</p> <p>36.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>
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### **E. OBLIGATIONS OF THE CLIENT**

<p><b>37. Assistance and Exemptions</b></p>	<p>37.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <p>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</p> <p>(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.</p> <p>(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.</p> <p>(d) Issue to officials, agents and representatives of the Government all such instructions and information as may</p>
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	<p>be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(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.</p> <p>(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.</p> <p>(g) Provide to the Consultant any such other assistance as may be specified in the SCC.</p>
<p><b>38. Access to Project Site</b></p>	<p>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.</p>
<p><b>39. Change in the Applicable Law Related to Taxes and Duties</b></p>	<p>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.</p>
<p><b>40. Services, Facilities and Property of the Client</b></p>	<p>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 (<b>Appendix A</b>) at the times and in the manner specified in said <b>Appendix A</b>.</p>

<p><b>41. Counterpart Personnel</b></p>	<p>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 <b>Appendix A</b>.</p> <p>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.</p>
<p><b>42. Payment Obligation</b></p>	<p>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 <b>Appendix A</b> and in such manner as is provided by GCC F below.</p>

## F. PAYMENTS TO THE CONSULTANT

- 43. Contract Price**
- 43.1. The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 43.2. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 44. Taxes and Duties**
- 44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 44.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 45. Currency of Payment**
- 45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.
- 46. Mode of Billing and Payment**
- 46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.
- 46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The

payments will be made according to the payment schedule stated in the SCC.

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

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

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

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

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

**47. Interest on Delayed Payments**

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

**G. FAIRNESS AND GOOD FAITH****48. Good Faith**

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

**H. SETTLEMENT OF DISPUTES****49. Amicable Settlement**

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

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

**50. Dispute Resolution**

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

# **Attachment 1**

## **Fraud and Corruption**

*(Text in this Attachment shall not be modified)*

### **1. Purpose**

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

### **2. Requirements**

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

2.2 To this end, the Bank:

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

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

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

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

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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<sup>3</sup> 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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<sup>1</sup> 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.

<sup>2</sup> 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.

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

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>The Contract shall be construed in accordance with the law of India</b>
4.1	<b>The language is:</b> English.
6.1 and 6.2	<p><b>The addresses are</b> <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	Joint Venture is not allowed.
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <i>[name, title]</i> _____</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	<p><b>The effectiveness conditions are the following:</b> Signing of Contract by both the parties, after due approvals.</p> <p><i>[modify, if required e.g. to include effectiveness of the Bank [loan/credit/grant]; receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC 50.1(a)); etc.]</i></p>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time shall be 30 days.</b></p>
13.1	<b>Commencement of Services: The number of days shall be 10 days.</b>



	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	<b>Expiration of Contract: The period shall be 4 Years on renewable basis; the performance of the firms will be reviewed at the end of each year and subject to satisfactory level of performance, the extension/reappointment letter will be issued.</b>
21 b.	<p><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</b></p> <p>Yes</p>
23.1	<b>No additional provisions.</b>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <ul style="list-style-type: none"> <li>a) <b>Professional liability insurance, with a minimum coverage of the total ceiling amount</b></li> <li>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;</li> <li>c) Third Party liability insurance, with a minimum coverage of amount in accordance with the applicable law in <b>India</b></li> <li>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</li> <li>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.</li> </ul>
27.1	<b>None</b>
27.2	<b>The Consultant shall not use any data, documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</b>

43.1	<p><b>The Contract price is:</b> Rs. _____ <i>[insert amount]</i> <i>[indicate: inclusive or exclusive]</i> <b>of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant.</b> The Client shall only reimburse Goods &amp; Services Tax (GST) payable on the contract value by the consultants, as per Applicable Law in India subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc. The consultant shall register itself for GST with appropriate authority in India &amp; shall provide the Registration Number to the Client.</p> <p><b>The amount of such taxes is</b> _____ <i>[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.]</i></p>									
44.1 and 44.2	<p><b>The consultants, sub-consultants and the Personnel shall pay</b> the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed.</p> <p><b>The Client shall only reimburse the Goods and Services Tax (GST)</b> payable on the contract value by the consultants, as per Applicable Law in India, subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc.</p>									
46.2	<table border="1" data-bbox="391 1299 1446 1633"> <thead> <tr> <th data-bbox="391 1299 894 1354">Milestone Deliverable</th> <th data-bbox="894 1299 1159 1354">Timeline</th> <th data-bbox="1159 1299 1446 1354">Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="391 1354 894 1465">Inception Report</td> <td data-bbox="894 1354 1159 1465">Within 15 days of signing of contract</td> <td data-bbox="1159 1354 1446 1465">As quoted in FORM FIN 5</td> </tr> <tr> <td data-bbox="391 1465 894 1633"><b>Submission of Report to SPMU- Quarterly Reports</b></td> <td data-bbox="894 1465 1159 1633">Quarterly, 6% each for 16 quarters</td> <td data-bbox="1159 1465 1446 1633">As per quoted UNIT RATE in FORM FIN 5</td> </tr> </tbody> </table> <p>Payment shall be made within 60days from submission of invoice following submission of the deliverables listed above.</p>	Milestone Deliverable	Timeline	Payment	Inception Report	Within 15 days of signing of contract	As quoted in FORM FIN 5	<b>Submission of Report to SPMU- Quarterly Reports</b>	Quarterly, 6% each for 16 quarters	As per quoted UNIT RATE in FORM FIN 5
Milestone Deliverable	Timeline	Payment								
Inception Report	Within 15 days of signing of contract	As quoted in FORM FIN 5								
<b>Submission of Report to SPMU- Quarterly Reports</b>	Quarterly, 6% each for 16 quarters	As per quoted UNIT RATE in FORM FIN 5								
46.2.1	Not Applicable									
46.2.4	<b>The account is:</b>									

	<i>[insert account]</i> for Rs.
<b>47.1</b>	<b>The interest rate is:</b> <i>For local currency: 3% for INR part</i>
<b>50.1</b>	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p><b>provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> 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:</p> <p>(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 <i>Indian Council of Arbitration</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, 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, <i>Indian Council of Arbitration</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(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 <i>Indian Council of Arbitration</i>.</p> <p>(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 <i>Indian Council of Arbitration</i> 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.</p>

	<p>2. <u>Rules of Procedure</u>. Arbitration proceedings shall be conducted in accordance with the procedure of the Arbitration &amp; Conciliation Act 1996, of India.</p> <p>3. <u>Substitute Arbitrators</u>. 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.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. 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.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"><li>(a) proceedings shall be held in <i>India</i></li><li>(b) the <i>English</i> language shall be the official language for all purposes; and</li><li>(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 the court of jurisdiction of the Agreement Authority, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li></ul>

**IV. Appendices**

**APPENDIX A – TERMS OF REFERENCE**

**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.]*