

**MEGHALAYA BASIN DEVELOPMENT AUTHORITY
(MBDA)**

**Protection of Vulnerable Catchment Areas in Meghalaya
(MegARISE)**

Financed under

German Financial Cooperation with India

BMZ-Nos. 2015 67 643(Loan) and 2015 67 650 (Grant)

REQUEST FOR PROPOSALS

for

**Engagement of a consulting firm to carry out the
Third Party Verification of project measures implemented
during Calendar Year 2025 for Monitoring and Evaluation
(M&E) under MegARISE**

Ref No.: MBDA/MegARISE/2026-27/C-2/01

Date of Issue: 8th May 2026.

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LETTER OF INVITATION

BMZ-No. 2015 67 643(Loan) and 2015 67 650 (Grant)
 SHILLONG, 8th May, 2026.

Dear Mr. /Ms.

1. The Government of Meghalaya hereinafter called “Meghalaya Basin Development Authority (MBDA)”, has received financing from KfW towards the cost of the “Protection of Vulnerable Catchment Areas in Meghalaya” Project, hereinafter called “MegARISE”, and intends to engage a consultant for which this Request for Proposal is issued. KfW provides financing for the project; any payments are subject to the underlying financing arrangements and no party other than the Employer shall derive any rights from or have any claims to the proceeds of it.
2. The Employer now invites **Proposals** to provide the following consulting services (hereinafter called “Services”) **“Engagement of a consulting firm to carry out the Third Party Verification of project measures implemented during Calendar Year 2025 for Monitoring and Evaluation (M&E) under MegARISE”**. More details on the Services are provided in the Terms of Reference (Section VII).
3. A firm will be selected in accordance with the procedures described in the KfW Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries, which can be found on the website www.kfw-entwicklungsbank.de.
4. The RFP includes the following Sections:
 - Section I – Instructions to Consultants (ITC)
 - Section II – Data Sheet
 - Section III – Technical Proposal - Standard Forms
 - Section IV – Financial Proposal - Standard Forms
 - Section V – Eligibility Criteria
 - Section VI – KfW Policy – Sanctionable Practice – Social and Environmental Responsibility
 - Section VII – Terms of Reference
 - Section VIII – Conditions of Contract and Contract Form
5. Please inform us by 22nd May, 2026 in writing by E-mail to kfwmbdaprocurement@gmail.com
 - (a) that you have received this Letter of Invitation; and
 - (b) whether you intend to submit a **Proposal**

6. Details on the **Proposal**'s submission date, time and address are provided in **ITC 17.10**.

Yours sincerely,

Sd/-
**Additional Project Director,
MegARISE, MBDA**

PART 1 – TENDERING PROCEDURES

Section I. Instructions to Consultants

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Section I. Instructions to Consultants

A. General Provisions

1. Scope of Proposals and Definitions

1.1 The Employer named in the **Data Sheet** intends to select a consultant in accordance with the method of selection specified in the Data Sheet.

The following three selection methods can be distinguished in this one- stage RfP:

- a) **Two-envelope submission Quality and Cost-Based Selection (QCBS)**, which attributes a weight to the Technical Proposal and to the Financial Proposal as indicated in the **Data Sheet** and is the standard method.
- b) **One-envelope submission Fixed Budget-Based Selection (FBS)**, which attributes 100 % weight to the Technical Proposal and 0 % to the Financial Proposal, provided the Financial Proposal is within the available budget. The available budget is indicated in the Data Sheet. This selection method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. This selection method is most useful in the case of small studies and simple services.
- c) **One-envelope submission Least Cost-Based Selection (LCS)**, in which the Contract is awarded to the lowest-priced, substantially responsive Proposal. This selection method may only be envisaged for standard, non-complex Consulting Services of limited cost (e.g. translation work, audits).

1.2 Throughout these Request for Proposal the following definitions apply:

- (a) “Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The terms “Consultant” and “Bidder” are used in this document interchangeably.
- (d) “Contract” means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).
- (e) “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
- (f) “Day” means a calendar day.
- (g) “Employer” means the contracting party that legally concludes the Contract for the Services with the selected Consultant. The term Employer may be used interchangeably with the term Project Executing Agency.
- (h) “Experts” means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “Government” means the government of the Employer’s country.

- (j) “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at www.kfw-entwicklungsbank.de.
- (k) “ITC” (Section 2 of this RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.
- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s **Proposal**.
- (n) “LOI” (Section 1 of this RFP) means the Letter of Invitation being sent by the Employer to the shortlisted Consultants.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “RFP” means the Request for Proposals to be prepared by the Employer for the selection of consultants.
- (q) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (r) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
- (s) “TOR” (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

1.3 The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

1.4 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Consultants’ expense.

1.5 The Employer will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

2. Source of Funds, Responsibilities

2.1 The Employer as indicated in the **Data Sheet** has applied or received financing (hereinafter called “funds”) from KfW Development Bank (hereinafter called “KfW”) towards the cost of the project named in the **Data Sheet**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this procurement process.

2.2 The procurement process is the responsibility of the Employer. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises its monitoring function on the basis of the contractual arrangements with the Employer and the Applicable Guidelines detailing the requirement for KfW's approval and no objection. No contractual relationship between KfW and any third party shall be deemed to exist other than with the Employer.

3. Sanctionable Practice

3.1 KfW requires compliance with its policy in regard to Sanctionable Practice as defined and set forth in Section VI.

3.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

4. Eligible Consultants and Eligible Materials, Equipment, and Services

4.1 A Consultant may be a firm that is a private entity, a government-owned entity — subject to ITC 4.3 — or a combination of such entities in the form of a joint venture ("JV") under an existing JV Agreement or with the intent to enter into such an agreement supported by a Letter of Intent to execute a JV Agreement, in accordance with ITC 11.2. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The Consultant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Bidder and any and all its members, if the Consultant is a JV, during tendering and contract execution (in the event the Consultant is awarded the Contract). The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. Unless specified in the **Data Sheet**, there is no limit on the number of members in a JV.

4.2 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 requirements of eligibility and conflict of interest as established hereunder.

4.3 KfW's eligibility criteria to bid are described in Section V, Eligibility Criteria.

4.4 This tendering procedure is open only to prequalified Consultants.

4.5 A Consultant shall provide such evidence of eligibility satisfactory to the Employer, as specified in Clause 4.3 or as the Employer shall reasonably request.

4.6 The materials, equipment and services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Consultants may be required to provide evidence of the origin of materials, equipment and services.

5. Conflict of Interest

5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

5.2 Bidders shall be disqualified if they:

- (a) are an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and has been fully resolved to the satisfaction of KfW;

- (b) have a business or a family relationship with a PEA's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- (c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information contained in the respective applications, to influence them or influence the decisions of the PEA;
- (d) are engaged in a services activity which, by its nature, may be in conflict with the assignment that they would carry out for the PEA;
- (e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.
- (f) Were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the PEA, and are or were able in this connection to influence the award of contract.
- (g) are state-owned entities, which are not able to provide evidence that (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.

5.3 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

6. Unfair Competitive Advantage

6.1 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 or have otherwise been involved in the preparation of this tender procedure. To that end the Employer shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to aforementioned provision Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail.

7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment and which by their nature

are beyond the pure technical evaluation as per ITC 21.1. A material deviation or reservation is one that:

- a) affects in any substantial way the scope, quality, or performance of the Services; or
- b) limits in any substantial way, inconsistent with the RFP, the Employer's rights or the Consultant's obligations under the Contract; or
- c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Substantially non-responsive Proposals shall be rejected by the Employer.

- | | |
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| 8. Cost of Preparation of Proposal | 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any Proposal , and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant. |
| 9. Language | 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Employer shall be written in the language(s) specified in the Data Sheet . |
| 10. Documents Comprising the Proposal | <p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 The Consultant shall include a Declaration of Undertaking in the format provided in Form TECH-2 (Section III).</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 IV).</p> |
| 11. Only One Proposal, Sub-Consultants, Key Experts | <p>11.1 The Consultant 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 rejected. Sub-consultants may participate in more than one Proposal unless ITC 11.2 applies and if not otherwise stipulated in the Data Sheet.</p> <p>11.2 A Sub-consultant whose qualification was taken into account during the prequalification phase along with the one of a Consultant shall only participate in the Proposal of this Consultant. The latter shall integrate services from the respective Sub-Consultant into the Proposal as indicated in the prequalification.</p> <p>11.3 Individuals¹ (regular staff or temporarily engaged freelance experts) shall not participate as Key Experts in more than one Proposal unless when circumstances justify and if stated in the Data Sheet.</p> |
| 12. Proposal Validity | <p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 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>12.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the</p> |

¹ An individual (natural person) which is not part of the regular staff ("freelancer") but engaged temporarily as Key Expert for the relevant Contract shall not be considered as Sub-Consultant (subcontractor) in this context.

qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.

Extension of
Validity Period

12.3 The Employer will make its best effort to complete the evaluation within the **Proposal**'s validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.

12.4 If the Consultant agrees to extend the validity period 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.

12.5 The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.

Substitution of
Key Experts at
Validity Extension

12.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.

12.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.

12.8 Substitution requests shall not delay the evaluation process.

Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services to one or more Sub-Consultants.

**13. Clarification and
Amendment of RFP**

13.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the **Data Sheet**. The Employer 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 shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the **Proposal** submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be uploaded in MBDA website and will be binding on them.

13.1.2 If the amendment is substantial, the Employer may extend the **Proposal** submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

- 14.1.1 To establish that the Consultant continues to meet the eligibility and qualification criteria used at the time of prequalification, the Consultant shall submit the Form QUAL, as stipulated in the Section 3 – Technical Proposal Forms, and updated information on any assessed aspect that changed from that time.
- 14.1.2 If a shortlisted Consultant considers that associating with other Consultants in the form of a Joint Venture or as Sub-consultants may enhance its expertise for the assignment, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants with prior approval of the Employer, and only if sufficient competition continues to be guaranteed. Association with a non-shortlisted Consultant shall be subject to approval of the Employer. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be the Lead Consultant. If shortlisted Consultants associate with each other, any of them can be the Lead Consultant.
- 14.1.3 The Employer may indicate in the **Data Sheet** the estimated Key Experts' time-input or the Employer'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.
- 14.1.4 If so, required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.
- 14.1.5 If the evaluation method as stipulated in the **Data Sheet** is not standard quality – cost-based evaluation but fixed budget selection, the estimated time-input of the Key Experts shall not be disclosed, but the **Data Sheet** shall provide the total available budget for the assignment with an indication of whether taxes are included or are not included in this amount.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.

15.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.

16. Financial Proposal

16.1 The Consultant shall submit a Financial Proposal based on the requirement as described in the TOR (Section VII). If a contract period is provided in the **Data Sheet** the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in Section IV. The **Data Sheet** may request the Consultant to provide services either by delivering or producing one or more deliverables for a fixed amount (Lump Sum Contract) or for a certain duration with remuneration according to time spend at fixed unit rates (Time-Based Contract) or a combination of both.

Price Adjustment

16.2 For assignments with a duration exceeding 24 months, a price adjustment provision for foreign and/or local inflation for remuneration rates shall apply in line with the provisions stated in the Data Sheet.

Taxes	16.3 The Consultant, its Sub-consultants and Experts are responsible for meeting all tax liabilities and public duties in connection with the Contract according to Applicable Law in the Employer's country, unless they are exempted from such payments. The details of the applicable regime are indicated in the Data Sheet . In any case taxes, duties, levies and fees payable by the Consultant, its Sub-consultants and Experts outside the Employer's country shall be considered to be included in the overhead fees.
Currency of Proposal	16.4 The Consultant may express the price for its Services in Euro unless otherwise stated in the Data Sheet .
Currency of Payment and Payment Conditions	16.5 Payments under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. 16.6 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the Data Sheet .
Contributions by the Employer	16.7 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions: 16.7.1 provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project; 16.7.2 ensure that the Consultant has all the necessary permits to obtain further documents, maps and aerial photographs; 16.7.3 support the Consultant in obtaining all the necessary working permits, residence permits and import licenses; 16.7.4 provide other contributions as stipulated in the Data Sheet.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand unless otherwise stipulated in the **Data Sheet**.
- 17.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.
- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or shall be signed by the authorized representative according to ITC 4.1 who has a written power of attorney from each member signed by the member's authorized representative and attached to the Technical Proposal.
- 17.4 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.
- 17.5 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies and recipients are indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "[Name of the Assignment]",

reference number, name and address of the Consultant, and with a warning “Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].”

17.7 Similarly, the original and all copies of the Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “Do Not Open With The Technical Proposal.”

17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.

17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.10 The original of the Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received after the deadline shall be declared late and rejected, and promptly returned unopened. The timely receipt of the original of the Proposal at the address and date indicated in the **Data Sheet** is decisive for the timely submission of the Proposal.

17.11 The Consultant may be requested to send additional copies of the Proposal to other recipients as indicated in the **Data Sheet**. In this case the same requirements for envelopes and packages apply as for the original of the Proposal. The receipt of such copies shall not be decisive for the timely submission.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Employer 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 Contract is awarded.

18.2 Any attempt by consultants or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

19. Opening of Technical Proposals

19.1 The Employer’s evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 19.4.

19.2 The Employer’s evaluation committee shall be composed of at least three members unless otherwise detailed in the **Data Sheet**. One member of the Evaluation committee shall not be staff from the Employer’s administration or organisation. However, if a tender agent conducts the selection procedure on behalf of the Employer as indicated in the **Data Sheet** the opening of Proposals shall be done by the tender agent in presence of a witness and both shall sign the opening protocol as per ITC 19.4

19.3 The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 22.

19.4 At the opening of the Technical Proposals the following shall be recorded in the opening protocol: (i) the presence or absence of a signed Technical Proposal Submission Form (TECH-1) and the name and business address of the Consultant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business

address of the lead member and the names and business addresses of all members as stated in TECH-1; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) the presence or absence of the Declaration of Undertaking (TECH-2), (iv) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 The evaluation of the Technical Proposals shall be conducted in conformity with the provisions below. The report shall include all clarifications with consultants during the technical evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 19.2.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 12.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

20.3 Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the **Data Sheet**.

20.4 Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.

21. Evaluation of Technical Proposals

21.1 The Employer shall evaluate the Technical Proposals on the basis of the criteria and point system set out in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 22.1. If specified in the **Data Sheet** a minimum score may be applied not only to the overall technical score but also to the achievement of the ESHS minimum score.

21.2 For the purposes of scoring individual sub-criteria, the following qualitative approach may be applied:

- a) 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion.
- b) 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
- c) 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.
- d) 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.
- e) 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.

22. Opening and Evaluation of Financial Proposals

22.1 The Financial Proposals of those Consultants which have achieved the minimum score in accordance with ITC 21.1 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing.

	22.2	The opening of the Financial Proposals shall be done in accordance with ITC 19.2 and ITC 19.4.
23. Evaluation of Financial Proposals	23.1	The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.
Lump Sum Contract	23.2	If a Lump Sum Contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, therefore no price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
Time Based Contract	23.3	If a Time Based Contract form is included in the RFP, the Employer's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1.3, and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the RFP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the Financial Proposals of competing Bids, determined to be responsive in accordance with ITC 7.2. 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, in each case 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 Employer'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.
Other Cost	23.4	Notwithstanding the above, if the Consultant is required to separately offer equipment or miscellaneous items (collectively "Other Cost") not included in the lump sum or time-based cost items as per Form FIN-2 the Financial Offer may be adjusted for such items to allow for comparison, but only for such items explicitly requested to be offered in the RFP. The financial evaluation will be inclusive of the total, possibly adjusted amount for Other Cost items.
	23.5	In case of a mixed contract containing parts with Lump Sum remuneration (i.e. for project design) and Time-Based remuneration (i.e. project supervision) corrections to the respective parts of the Proposal shall be applied according to the applicable provisions in ITC 23.2 and ITC 23.3.
24. Taxes	24.1	The Employer's evaluation of the Consultant's Financial Proposal shall exclude customs and excise duties, taxes and levies in the Employer's country, directly attributable to the Contract, if not otherwise specified in the Data Sheet .
25. Conversion to Single Currency	25.1	For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
26. Combined Evaluation of Technical and Financial Proposals	26.1	The Proposal Score shall be calculated by weighting the Technical Score with 80% and the Financial Score with 20% and adding them as per the formula and instructions in the Data Sheet .
	26.2	A final evaluation report shall be established by the Evaluation committee with the result of the combined evaluation and including the verification of the qualification as per ITC 27. The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.

27. Qualification of the Consultant

27.1 The Employer shall determine to its satisfaction whether the Consultant, whose Proposal has achieved the highest Proposal score in accordance with ITC 26.1 continues to meet the eligibility and qualifying criteria specified at the prequalification stage. The determination shall be based upon an examination of Form QUAL as provided in Section 3, Technical Proposal Forms.

27.2 An affirmative determination shall be a prerequisite for award of the Contract to the Consultant. A negative determination shall result in disqualification of the Proposal, in which event the Employer shall proceed to the Proposal, which has achieved the next-highest Proposal score to make a similar determination of that Consultant's eligibility and qualifications to perform satisfactorily.

28. Employer's Right to Reject All Proposals

28.1 The Employer reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to consultants

D. Negotiations and Award**29. Negotiations**

29.1 The Employer shall conduct contract negotiations with the Consultant who has attained the highest Proposal Score in accordance with ITC 26.

29.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant's authorized representative.

Availability of Key Experts

29.3 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 Clause 12 of the ITC. Failure to confirm the Key Experts' availability shall result in the rejection of the Consultant's Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.

29.4 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.

Technical Negotiations

29.5 The scope of the contract negotiations shall be limited to the following points:

- a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
- b) clarifying any counterpart services to be provided by the Employer

Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.

Financial Negotiations

29.6 Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.

29.7 All terms and conditions of the Contract, including the payment schedule, shall be strictly in accordance with the terms and conditions set out in the contract form provided in Section VIII. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.

30. Conclusion of Negotiations

30.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Employer and the Consultant's authorized representative.

30.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

31. Award of Contract, Information of Consultants

31.1 After completing the negotiations with the Consultant, the Employer shall promptly inform all shortlisted Consultants on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score of the winner and the respective Consultant. Additional requirements for the publication of the results of the selection procedure are indicated in the **Data Sheet**, if any.

31.2 In case a Consultant requests additional information on the result of the evaluation in writing to the Employer, the Employer shall promptly provide a debriefing to the Consultant informing on the weaknesses of the Proposal in relation to the winning Consultant. No additional information shall be disclosed.

31.3 Subject to KfW's no-objection to the draft Contract the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Section II. Data Sheet - QCBS

A. General	
ITC Clause Reference	
1.1	The name of the Employer is Meghalaya Basin Development Authority. The method of selection is Quality Cost based Selection (QCBS). Method - two envelope submission
1.2 (b)	<i>Employer's Country : India</i>
1.3	The name of the assignment is “Engagement of a consulting firm to carry out the Third Party Verification of project measures implemented during Calendar Year 2025 for Monitoring and Evaluation (M&E) under MegARISE”
1.4	A virtual pre-proposal conference will be held on 15th May, 2026 at 11:30 AM (IST). Bidders who are interested to participate in the pre-bid meeting, need to send a request to kfwmbdaprocurement@gmail.com on or before on 14th May, 2026 at 3:00 PM (IST)
1.5	The Employer will provide the following inputs to facilitate the preparation of the Proposals: As Specified in the Terms of References.
2.1	Name of the Project: Protection of Vulnerable Catchment Areas in Meghalaya “MegARISE”
4.1	<i>Joint Venture: Joint Venture is not permitted.</i>
B. Preparation of Proposals	
9.1	Proposals shall be accepted in the English language, which shall be the governing language of the Contract. All correspondence exchange shall be in English language.
10.1	The Proposal shall be submitted in two envelopes comprise the following documents: Technical Proposal Envelope: (1) Power of Attorney to sign the Proposal. (2) TECH-1 Technical Proposal Submission Form (3) TECH-2 Declaration of Undertaking (4) TECH-3 Comments or Suggestions on the TOR and Counterpart Staff (5) TECH-4 Description of the Approach, Methodology, and Work Plan (6) TECH-5 Work Schedule (7) TECH-6 Personnel Schedule (8) Other Relevant Documents As required Under 21.1 Part A Financial Proposal Envelope: (1) FIN-1 Financial Proposal Submission Form

	(2) FIN-2 Financial Proposal – Cost Breakdown																									
11.1	Not Applicable																									
12.1	Proposals shall remain valid 90 days after the Proposal submission deadline.																									
13.1	The deadline for clarifications submission: 14th May, 2026 by 3:00PM (IST). All Clarifications requests shall be addressed to kfwmbdaprocurement@gmail.com MBDA will respond to all the queries through a clarification, addendum and clarification and will be published on the MBDA website (www.mbda.gov.in).																									
14.1.3	“The estimated input of Key Experts’ is <i>[9 person-months]</i> .”																									
14.1.4	Not Applicable																									
14.1.5 and 26.1	Not Applicable																									
16.1	The contract period shall be <i>[3 Months]</i>. The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum basis. The Consultant shall present its Financial Proposal according to Form FIN-2 Financial Proposal – Cost Breakdown. <table><tr><th>D.No</th><th>Deliverables</th><th>Number of Copies to be submitted</th><th>Deadline submission in calendar days</th><th>Payment (% of contract value)</th></tr><tr><td>1</td><td>Inception Report</td><td>2 hard copies along with electronic file</td><td>Within 15 days of signing the contract</td><td>30%</td></tr><tr><td>2</td><td>Field Work Plan</td><td>2 hard copies along with electronic file</td><td>Prior to the start of the field work</td><td>0%</td></tr><tr><td>3</td><td>Draft Third Party Verification Report and the collected data</td><td>2 hard copies along with electronic file and collected data</td><td>Within 2 months of signing the contract</td><td>30%</td></tr><tr><td>4</td><td>Workshop (Presentation and discussion of findings)</td><td></td><td>1 week after submission of the draft report</td><td>0%</td></tr></table>	D.No	Deliverables	Number of Copies to be submitted	Deadline submission in calendar days	Payment (% of contract value)	1	Inception Report	2 hard copies along with electronic file	Within 15 days of signing the contract	30%	2	Field Work Plan	2 hard copies along with electronic file	Prior to the start of the field work	0%	3	Draft Third Party Verification Report and the collected data	2 hard copies along with electronic file and collected data	Within 2 months of signing the contract	30%	4	Workshop (Presentation and discussion of findings)		1 week after submission of the draft report	0%
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	5	Final Third-Party Verification Report	2 hard copies along with electronic file	Within 15 days from the receipt of SPMU’s comments on the draft report	40%
	The number of working days per week shall be five (5).				
16.2	Not Applicable				
16.3	For the calculation of the Financial Proposal, the following provisions regarding taxes and duties applicable in India shall apply: <i>The Consultant is liable for payment of all taxes as applicable in India.</i> The Consultant, its Sub-consultants, and Experts shall be subject to all applicable taxes and other duties directly attributable to the Contract. Information regarding applicable tax obligations in India may be referred to the official portal at www.incometaxindia.gov.in and/ or www.gst.gov.in. The Employer will remunerate the Consultant for applicable taxes and other duties directly attributable to the Contract, upon submission of valid documentary evidence. The Financial Proposal shall contain a separate estimate for such taxes and duties. For the sake of clarity, other taxes not directly attributable to the Contract (e.g. profit tax, corporate tax, income tax) as well as tax liabilities of the Consultant, its Sub-contractors and Experts outside the Employer’s Country shall be included in the overhead cost calculation and will not be subject to any separate remuneration. The Employer provides this information on tax obligations in the Employer’s country to its best knowledge but cannot assume responsibility for the correctness of it, which remains with the Consultant.				
16.4	The Financial Proposal shall be stated in INR (Indian Rupees) only.				
16.7.4	Contributions will be as per TOR.				
C. Submission, Opening and Evaluation					
17.1	The submission of proposal can be done by postal, courier service or by hand to the address stipulated in 17.10				
17.5	The Consultant shall submit the Proposal as follows: (a) Technical Proposal: one (1) original and One copies, each as hard copy; (b) Financial Proposal: one (1) original as hard copy.				
17.10	The deadline for the submission of Proposals shall be 8th June 2026 at 1500 hours (IST). All late submission will be rejected. The original of the Proposal shall be submitted at the following address: Meghalaya Basin Development Authority (MBDA)				

	Procurement Division RDL Building, 3rd Floor, Springside Opposite HP Office Lumsohphoh, Nongthymmai – 793014].																
19.1	The opening of the Proposals will take place 8th June 2026 at 1530 hours (IST), Procurement Division, RDL Building, 3rd Floor, Springside Opposite HP Office Lumsohphoh, Nongthymmai – 793014. The date of opening of Financial Proposal will be notified to the Technically Qualified consultant prior to the opening date.																
19.2	<i>Not Applicable</i>																
21.1	The evaluation of technical proposal shall be carried out in two stages. In the first stage, the evaluation shall be conducted on the basis of the criteria outlined under Part A“ i.e Pre-Qualification Criteria for Bidder (Mandatory Criteria). Those firms who qualifies in the first stage, shall be considered for evaluation in the second stage i.e evaluation of technical proposal. No additional criteria or sub-criteria than those indicated in the RFP shall be used for the evaluation of the Technical Proposal. Part A: Pre-Qualification Criteria for Bidder (Mandatory Criteria) <table border="1"> <thead> <tr> <th>Sl. No</th><th>Criteria</th><th>Supporting Document</th></tr> </thead> <tbody> <tr> <td>1</td><td>The Bidder should be a Company registered under the Companies Act, 1956/ Proprietary Firm / Society Act etc.</td><td>Certificate of incorporation/certificate for commencement of business/other relevant documentary proof should be submitted</td></tr> <tr> <td>2</td><td>Attested copy of Company’s PAN and GST details</td><td>Attested copy of PAN Card and GST Certificate</td></tr> <tr> <td>3</td><td>The bidder must have an Average annual turnover of INR 40,00,000 (Indian Rupees Forty Lakhs only) during the last three financial year viz., 2022-23, 2023-24 & 2024-25.</td><td> - Copies of audited balance sheet - CA certificate highlighting the turnover of the applicant. </td></tr> <tr> <td>4</td><td> The bidder must have successfully executed 1 similar contract with any government departments/PSUs in India during last 5 years preceding April 2026 and the value of the individual contract should not be less than INR 16,00,000/- Note: Similar work would mean monitoring and evaluation of government projects funded by World Bank/KfW/JICA/IFAD or other EAPs </td><td> - Copy of the work order/client certificate clearly mentioning the scope of work must be submitted. </td></tr> </tbody> </table>		Sl. No	Criteria	Supporting Document	1	The Bidder should be a Company registered under the Companies Act, 1956/ Proprietary Firm / Society Act etc.	Certificate of incorporation/certificate for commencement of business/other relevant documentary proof should be submitted	2	Attested copy of Company’s PAN and GST details	Attested copy of PAN Card and GST Certificate	3	The bidder must have an Average annual turnover of INR 40,00,000 (Indian Rupees Forty Lakhs only) during the last three financial year viz., 2022-23, 2023-24 & 2024-25.	- Copies of audited balance sheet - CA certificate highlighting the turnover of the applicant.	4	The bidder must have successfully executed 1 similar contract with any government departments/PSUs in India during last 5 years preceding April 2026 and the value of the individual contract should not be less than INR 16,00,000/- Note: Similar work would mean monitoring and evaluation of government projects funded by World Bank/KfW/JICA/IFAD or other EAPs	Copy of the work order/client certificate clearly mentioning the scope of work must be submitted.
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	5	The bidder is not insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances.	Self-Declaration	
	6	The Bidder’s business activities are not suspended or debarred from public procurement by the State Government of Meghalaya, any other State Government or Government of India.	Self-Declaration	
	The technical proposal evaluation shall be carried based on the following criteria:			
	1.	Concept and methodology (Should be included in the Form Tech 4)		40
	1.1	Clarity and completeness of the proposal	5	
	1.2	Critical analysis of the project objective and the terms of reference	5	
	1.3	Proposed concept and method, including the programme of work, the staffing schedule and monitoring and coordination mechanisms	30	
	2	Qualifications of definitely assigned personnel (details of CV evaluation detailed below)		60
	2.1	Team leader / Monitoring & Evaluation	30	
	2.2	Soil & Water Conservation (SWC) and Water Harvesting Structures (WHS)	15	
2.3	Forest Monitoring Specialist	15		
Total (maximum)				100
Note: The number of points to be assigned to each of the above positions under criteria 2 shall be determined considering the following three sub criteria and relevant percentage weights: 1) General qualifications (general education, training, and experience): 20 % 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70% 3) Relevant experience in Meghalaya (knowledge of local culture or administrative system, government organization, etc.): 10 %				
25.1	Not Applicable.			

26.1	The weights given to the Technical (T) and Financial (F) Proposals are as follows: $W_T = 80 \%$, and $W_F = 20 \%$ The weighted technical score is calculated as follows: $PT = WT * T$, with PT = weighted technical score (points) of a technical Proposal, T = technical score (points) as per technical evaluation, WT = weight of the technical Proposal (in percent) The weighted financial score is calculated as follows $PF = WF * Co/C$, with PF = financial score (points) of a financial Proposal, C = evaluated price of the financial Proposal, Co = lowest evaluated price of all financial Proposals. WF = weight of the financial Proposal (in percent) and the overall score is calculated as: $P = PF + PT$. Note: a) The Bidders will have to comply in the pre-qualification criteria given above in order to be eligible for the technical evaluation and forward b) The Minimum Qualification Marks for Technical qualification is 70 out of 100 c) Only those firms securing 70 marks and above in the technical qualification will be eligible for the opening of Financial proposal.
	D. Negotiations and Award
31.1.	<i>Not Applicable.</i>
31.3.	The tentative commencement date of the assignment is <i>July, 2026 or earlier in Meghalaya</i>

Section III. Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	<i>Page Limit</i>
Power of Attorney	No pre-set format/form.	
TECH-1	Technical Proposal Submission Form.	
TECH-2	Declaration of Undertaking	
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-5	Work Schedule (Tasks and Activities Bar Chart)	
TECH-6	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)	
Part A: Pre-Qualification Criteria for Bidder (Mandatory Criteria).	Relevant documents in compliance with the criteria outline under Part A must be submitted.	

FORM TECH-1**TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

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

[If the Consultant is a joint venture, insert the following: “We are submitting our Proposal in a joint venture between: [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, “the relevant information of the existing 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 Employer.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) Except as stated in ITC 12, 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 27.4 may lead to the termination of Contract negotiations.
- (e) 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 31.3.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2

Declaration of Undertaking

Reference name of the Application/Offer/Contract:

("Contract")²

To:

("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")³ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix I to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding*

² Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

³ The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

*procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity;*2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice, or violate the Guidelines during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

- 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁴ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.
7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁵: _____

Signature:

Dated:

⁴ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

⁵ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Appendix 1**Declaration of tax conformity – binding confirmation for legal persons****Name of company**

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....

(Place)

.....

(Date)

.....

(Name of the consultant)

.....

(Signature(s))

Appendix 1**Declaration of tax conformity – binding confirmation for natural persons**

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I will duly pay taxes that may arise from the provision of contracted services;
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....

(Place)

.....

(Date)

.....

(Name of the person)

.....

(Signature)

FORM TECH-3

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

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

A - On the Terms of Reference

[The Consultant is explicitly encouraged to present a detailed critical analysis and the Consultant's interpretation of the project's objectives and the TOR. This might encompass critical comments and doubts about the suitability, consistency and feasibility of individual aspects and the concept as a whole, if any. The methodology suggested must take constructive account of these.]

B - On Counterpart Staff and Facilities

[Comments on counterpart staff and facilities to be provided by the Employer. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]

FORM TECH-4

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

[Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. The texts and information should be compiled and presented in a way that is related to the project. Consultants shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred. Suggested structure of the Technical Proposal:

- a) *Technical Approach and Methodology*
- b) *Work Plan*
- c) *Organization and Staffing*
- d) *Back-up Services*
- e) *Quality Control and Management*
- f) *Logistics*

- a) **Technical Approach and Methodology** *[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), and the degree of detail of such output. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these.]*
- b) **Work Plan** *[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]*
- c) **Organization and Staffing** *[Please describe the structure and composition of your team, including the list of the Key Experts, other experts and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with the Employer as well as with other stakeholders. The Consultant is encouraged to include junior staff in his team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Consultant has to describe how the execution and co-operation between site and home office staff is assured.]*
- d) **Back-up Services** *[Please describe the envisaged backstopping by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work.]*
- e) **Quality Control and Management** *[Please outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the Employer. Plain reference to ISO 9001 is not considered to be adequate.]*
- f) **Logistics** *[Please describe the planned logistics and facilities for the execution of the services.]*

FORM TECH-5 (INDICATIVE FORMAT)

WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)

N°	Tasks ¹ (T-..)	Months ^{2 3}											
		1	2	3	4	5	6	7	8	9		n	TOTAL
T-1	<i>[e.g., Task #1: Report A</i>												
	<i>1) data collection</i>												
	<i>2) drafting</i>												
	<i>3) inception report</i>												
	<i>4) incorporating comments</i>												
	<i>5)</i>												
	<i>6) delivery of final report to Employer]</i>												
T-2	<i>[e.g., Task #2:.....]</i>												
n													

- 1 List the tasks with the breakdown for activities, deliverables and other benchmarks such as the Employer'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 (INDICATIVE FORMAT)
PERSONNEL SCHEDULE (BAR CHART)

Nº	Name	Position		Months ^{1 2}												Total time-input ³ (in person-months)		
				1	2	3	4	5	6	7	8	9		n	Internat' I	National	Total	
KEY EXPERTS																		
K-1	[e.g., Mr/Mrs. A]	[e.g., Team Leader]	Home Field															
K-2																		
K-3																		
n																		
Subtotal:																		
OTHER EXPERTS																		
E-1			[Home] [Field]															
E-2																		
n																		
Subtotal:																		
Total:																		

¹ Months are counted from the start of the assignment/mobilization.

² “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Employer’s country or any other country outside the expert’s country of residence.

³ The assignment of international and national staff shall be treated separately.



Full time input

Part time input

FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

Section IV. Financial Proposal - Standard Forms

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

FIN-1 Financial Proposal - Submission Form

FIN-2 Financial Proposal - Cost Breakdown

FORM FIN-1

FINANCIAL PROPOSAL - SUBMISSION FORM

[Location, Date]

To: *[Name and address of Employer]*

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 *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures]*, *[Insert “excluding” as standard or “including”]* of all indirect local taxes in accordance with Clause 25.1 in the **Data Sheet**. The estimated amount of local indirect taxes is *[Insert currency] [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 binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the **Data Sheet**.

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,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

[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 FINANCIAL PROPOSAL – COST BREAKDOWN

Model for Financial Proposal – Overall Cost Breakdown

Basic Services

	Sum in INR
Total Package A - Lump sum services w/o options	
Grand total	

Duties and Taxes

[In case the ITC requests the Bidder to offer services exclusive of taxes and duties, the bidder shall indicate the amount of taxes and duties applicable for the services.]

Taxes and duties	
Basic Services	
Optional Services	

Summary Overview

Package A - Lump Sum Services (as per **Data Sheet** clause 16.1.and TOR)

[The summary overview to be presented by the Consultant may be adjusted and shall follow the structure as requested in the detailed cost calculation sheet on the following page.]

SUMMARY - Fees, transport and logistics	Amount in INR
1. – Foreign staff cost	
2. – Local staff cost	
3. – Allowance and accommodation	
Sub-Total – Staff cost	
4. - International travel costs	
5. – Local travel & transport cost	
6. – Project office	
7. – Reports and documents	
Sub-Total Logistics and transport	
<i>If 8./9. Equipment / Miscellaneous items are part of the lump sum service price add relevant column(s)</i>	
Total Package A – Lump Sum Services	

[If other cost are to be offered and remunerated separately insert table below:

Other Cost (as per **Data Sheet** clause 16.1.and TOR)

SUMMARY	Amount in INR
Sub-Total – 8. Equipment Cost	
Sub-Total – 9. Miscellaneous Cost	
Total Other Cost	

Cost Calculation and Invoicing in *[INR preferably]* Package A – Lump Sum Services

[The table below may be adjusted as appropriate by adding cost items to be included in lump sum services and / or by reducing the degree of detail.]

The Financial Proposal shall contain a cost calculation as indicated below for information only, whereas remuneration will be in fixed tranches.

Detailed Cost Calculation – Fees, Transport, Logistics (for information only not basis for payments)				
1. Foreign Staff Cost	Unit	Quantity	Lump sum unit rate	Contract amount
1.1 Team Leader	month	...		
1.2 NN	month	...		
1.3 ...	month	...		
Sub-total Foreign staff				
2. Local Staff Cost (incl. allowances and accommodation, see explanation)				
2.1 NN	month	...		
2.2 ...	month	...		
Sub-total Local staff				
3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff				
3.1 Allowance, accommodation - Long-term staff	month	...		
3.2 Allowance, accommodation - Short-term staff	month	...		
Sub-total Allowance and accommodation				
4. International Travel				
4.1 International return flights	flight	...		
4.2 Complementary travel costs	flight	...		
4.3 other international flights	flight	...		
Sub-Total International flights				
5. Local Travel & Transport Cost				
5.1 Vehicle lease/rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, assurance, repairs	month	...		
5.3 Other local transport (short-term, peak)	day	...		
5.4 Local flights	flight	...		
Sub-total Local transport				
6. Project Office				
6.1 Office rent	month	...		
6.2 Office operation	month	...		
Sub-total Project office				
7. Reports and Documents				
7.1 ... (Type of reports/documents to be stated)	/doc	...		
7.2 ...	...	...		
Sub-total Reports and documents				
<i>If 8./9. Equipment / Miscellaneous items are part of lump sum service price add relevant column(s)</i>				
Total Package A – Lump Sum Services				

Cost Calculation and Invoicing in *[INR preferably]* Other Cost

[For items which are not included in the lump sum price of package A and / or listed under Package B the table below, adjusted as per requirement shall be used to avoid ambiguities and distortion of the financial evaluation.]

The Financial Proposal shall contain Other Cost items as per table below, considering the calculation mode preselected by the Employer below. The total amount for Other Cost will be taken into account for the financial evaluation:

Mode 1: Consultant to offer fixed lump sum unit rate according to the provisional quantities indicated by the Employer

Mode 2: Consultant to include in its offer the provisional amount indicated by the Employer in the table below (no quantities provided/offered)

Mode 3: Consultant to offer fixed lump sum for the whole of the respective item (no quantities provided by Employer)

[Mode 1 is appropriate for items for which the Employer can determine the quantity in advance and the Consultant can offer a fixed lump sum unit rate without occurring a major price risk, i.e. office equipment. Mode 2 is appropriate for items which are most likely required but can only be specified in more detail at a later stage (before signing or during execution of the contract), i.e. soil surveys, armoured vehicles, specialised equipment, workshops etc. and for contingencies. Mode 3 is appropriate for items depending in number and content on the organization of services by the Consultant, i.e. town maps]

Detailed Cost Calculation – Other Cost <i>[For each item below indicate the calculation mode (1, 2 or 3) to be used by the Consultant and fill in the relevant data, i.e. quantity if mode 1 is selected, provisional amount for mode 2 or leave all fields empty if mode 3 is selected]</i>					The total amount in the respective mode is as follows: 1: Qty X Lump sum unit rate 2: Employer's provisional amount 3: Consultant's item lump sum price
8. Equipment Cost	Calculation mode	Unit	Quantity	Lump sum unit rate	Total amount
8.1 Office equipment					
8.2 Project vehicles					
8.2 Other. equip. to be handed over/consumed					
Sub-total Equipment Cost					
9. Miscellaneous Cost					
9.1 Other miscellaneous items/services					
9.2 Security measures					
9.3 Contingencies		n.a.	n.a.	n.a.	
Sub-total Miscellaneous Cost					
Total Other Cost					

Information as to invoicing and payment (to be agreed upon in full detail during contract negotiation):

Mode 1: Invoicing and payment according to actual quantities used/consumed based on fixed lump sum rate

Mode 2: Remuneration at actual cost against proof of expenditure

Mode 3: Invoicing and payment of the lump sum item price (irrespective of quantities)

Explanation regarding the information contained in the Financial Proposal Form FIN 2

Fees, Transport and LogisticsItem 1 & 2 - Staff Cost

These items shall include international and local/regional staff monthly rate at headquarter, including salary, social charges and overhead cost, bonus, home office cost, all medical examinations, internal professional training, back-up services from home office (professional, personal and administrative), cost of IT equipment, company's professional insurance, risk and profit. In addition, staff rates for local staff shall include accommodation and allowance for occasional local travel within the Employer's country unless the assignment foresees extensive travel in the Employer's country. In such case the Consultant shall offer it separately.

Absence for vacation of staff as applicable in the Consultant's headquarter for foreign staff and in the Employer's country for local staff shall be deemed to be included in the unit staff rates, as well as sick leave up to the same amount. Unless otherwise specified in this RFP backstopping services from the headquarter are deemed to be included in the overhead cost.

Item 3 - Allowance and accommodation

This item shall include for all foreign long term and short term staff as the case may be hotel fee, rent, furniture and running cost for flats/houses and, if necessary, also for local staff.

Item 4 - International Travel Cost

This item shall include:

- international air fares, including complementary travel cost (e.g. transfer cost to and from airports, visa, airport tax, excess baggage and / or air freight, medical expenses, visa, etc.) per return trip.
- air fares for inspection flights (including cost elements as above), if any

Item 5 – Local Travel & Transport Cost

This item shall include:

- lease or rent of project vehicles or depreciation cost of vehicles owned by the Consultant as lump sum item per month of operation (for acquisition of vehicles under the project budget and the related procedures refer to item 8) hereunder);
- running cost of own or leased/rented vehicles as a monthly lump sum item per car including gasoline, oil, tires and other consumables, all risk insurance, maintenance and repair costs as well as costs for driver;
- cost for local air, road and rail travel, if any
- taxi costs for local transport demand peaks, if any.

Item 6 - Cost for the Local Project Office

This item shall include office rent, office staff cost and office operation cost (including cleaning, electricity, water, heating, air conditioning, insurance, telecommunication, international and local freight, etc. and all office consumables).

Item 7 - Production of Reports

This item shall include reports and, if applicable any other documents to be produced/purchased in the frequency, number of copies and the format as specified in the TOR and include transport cost and distribution to the addresses as specified in the TOR. The cost of photo and video documentation of the project progress, whether specifically taken and used for the reports or not, shall be deemed included in the relevant lump sum item.

Section V. Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
 - 2.2 have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
 - 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other

information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1. Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare mis procurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.

Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
Sanctionable Practice	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation⁶ (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

PART 2 – TERMS OF REFERENCE

SECTION VII. TERMS OF REFERENCE

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ABBREVIATIONS AND ACRONYMS

ADC	Autonomous District Council
AGF	Agroforestry
ANR	Assisted Natural Regeneration
AR	Afforestation
BMZ	Federal Ministry for Economic Cooperation and Development
CAP	Catchment Area Plan
CC	Cement Concrete
CEPF	Community Engagement and Planning Framework
CLP	Community Livelihood Plan
CMU	Catchment Management Unit
COM	Community Operations Manual
CY	Calendar Year
DFS	Deutsche Forstservice GmbH
DoA	Department of Agriculture
DTL	Deputy Team Leader
ESMF	Environmental and Social Management Framework
FC	Financial Cooperation
FED	Forest and Environment Department
FMP	Forest Management Plan
FPA	Financial Participatory Approach
GRM	Grievance Redress Mechanism
HWC	Human – Wildlife Conflict
IC	Implementation Consultant
IGA	Income Generating Activity
INRM	Institute of Natural Resources Meghalaya
KfW	Kreditanstalt für Wiederaufbau
MAP	Medicinal and Aromatic Plants
MBDA	Meghalaya Basin Development Authority
MegARISE	Protection of Vulnerable Catchment Areas in Meghalaya
MWP	Micro-Watershed Plan
M&E	Monitoring and Evaluation
NAPCC	National Action Plan on Climate Change
NGT	National Green Tribunal
NRM	Natural Resources Management
NTFP	Non-Timber Forest Product
PD	Person-Day
PEA	Project Executing Agency
PES	Payment for Ecosystem Services
PHED	Public Health and Engineering Department
PM	Person-Month
POM	Project Operational Manual
RCC	Reinforced Cement Concrete

SALT	Sloping Agriculture Land Technologies
SAPCC	State Action Plan on Climate Change
SOE	Statement of Expenditure
SoR	Schedule of Rates
SPMU	State Project Management Unit
SWC	Soil and Water Conservation
S&WCD	Soil and Water Conservation Department
TL	Team Leader
ToR	Terms of Reference
VCF	Village Community Facilitator
VLMAP	Village-Level Micro-Action Plan
VPIC	Village Project Implementation Committee
WHS	Water Harvesting Structure

1. BACKGROUND

The Government of the Federal Republic of Germany and the Government of India have agreed to finance the “*Programme on Climate Change Adaptation in the Himalaya Region*” with a focus on sustainable community forestry and soil and water conservation. The “*Protection of Vulnerable Catchment Areas in Meghalaya (MegARISE)*” Project is the third Component under the Financial Cooperation (FC) Programme. Its objective is to increase the climate resilience of treated ecosystems and watershed livelihoods in selected areas in the Umiew (East Khasi Hills District) and Ganol catchments (West Garo Hills, South West Garo Hills and East Garo Hills Districts) in the State of Meghalaya.

The Project will contribute to the implementation of the Indian National Action Plan on Climate Change (NAPCC) as well as to the related missions (i.e., Green India Mission, Mission on Himalayan Ecosystems, National Mission on Strategic Knowledge on Climate Change and National Water Mission). Furthermore, the Project is aligned to the priority areas of the Meghalaya State Action Plan on Climate Change (SAPCC).

The estimated total cost of the Project amounts to approximately 41 M EUR. The FC amounts to 33 M EUR, with 1 M EUR as Grant and 32 M EUR as Loan. A corresponding Financing Agreement was signed on November 24th, 2022.

Project implementation is scheduled over a period of 7 years, divided into a one-year “*Inception Phase*”, a five-year “*Implementation Phase*” and a one-year “*Consolidation and Maintenance Phase*”.

Meghalaya Basin Development Authority (MBDA) is the Project Execution Agency (PEA). MBDA is supported by various line departments such as Soil and Water Conservation Department (S&WCD), Forest Department (FED), Institute of Natural Resources Meghalaya (INRM), Public Health and Engineering Department (PHED) and Department of Agriculture (DoA).

The target groups of the Project consist of the rural, mostly indigenous population with traditional land use rights who are highly dependent of the use of natural resources from 94 villages from 13 micro-watersheds in the Umiew catchment and 131 villages from 64 micro-watersheds in the Ganol catchment.

The Project is managed at three levels: (i) state level, (ii) catchment level and (iii) village level.

The State Project Management Unit (SPMU) established in Shillong as a separate unit and housed within the premises of MBDA ensures physical and financial achievement of the Project consistent with State laws, regulation and the terms of the agreements with KfW.

Catchment Management Unit (CMU) established at both the catchments, i.e. in Shillong and in Tura, are the implementation bodies in their respective catchments, under the operational supervision of SPMU. The CMUs are tasked to ensure the implementation of the Village Level Micro-Action Plans (VLMAP) and work closely with other line departments, Autonomous District Councils (ADC), traditional institutions and communities.

At village level the Project is implemented by the Village Project Implementation Committee (VPIC). The VPICs execute the Project activities under the supervision of the CMU. The VPIC work closely with designated bodies / traditional institutions. Slight variation among Ganol and Umiew catchments will exist as each of these areas has different degree of traditional community organization exercising their power and have different relationship between the people and the land.

The Project is to achieve the following outputs with main activities further detailed in the Separate Agreement:

Knowledge-based participatory planning and implementation, and capacity building. (Output 1)

Forests and other ecosystems of the selected catchment areas are enhanced (development and implementation of micro-watershed plans, protection and restoration of existing forests, community nurseries, soil and water conservation, drainage line treatment, forest fire control, spring-shed development, Payment for Ecosystem Services [PES], etc.). (Output 2)

Livelihoods of the vulnerable communities in the catchment areas improve (enhancement of income and livelihoods of the communities through horticulture, agroforestry, Sloping Agriculture Land Technologies [SALT], water harvesting structures). (Output 3)

Adoption of best-practice Project management (development of effective mechanisms for Project implementation, such as SPMU, CMUs, VPICs, Monitoring and Evaluation [M&E] system, Environmental and Social Management Framework [ESMF], Community Engagement and Planning Framework [CEPF], Grievance Redress Mechanism [GRM]). (Output 4)

2. OBJECTIVES OF THE ASSIGNMENT

The Consultant is tasked to verify the Project internal monitoring data pertaining to the measures implemented during Calendar Year 2025 by the VPICs under Outputs 2 and 3 as per the winning proposals of the Financial Participatory Approach (FPA) contests 2 (sustainable livelihoods) and 3 (community infrastructure for Soil and Water Conservation [SWC]) and/or the approved VLMAP.

Below is a (non-exhaustive) list of eligible Project measures related to the Project outputs, referred to as the "*Menu of Measures*":

Output 2: Forest and other ecosystems of the selected catchment areas are enhanced:

2.1 Forest ecosystems protection and restoration:

- 2.1.1 Upgrading / setting up and management of Community Nurseries.
- 2.1.2 Setting up and management of Central Nurseries.
- 2.1.3 Training on Natural Resources Management (NRM) activities.
- 2.1.4 Assisted Natural Regeneration (ANR).
- 2.1.5 Afforestation / reforestation / Artificial Regeneration (AR) with mixed indigenous / local species.
- 2.1.6 Peripheral fencing (earthen bund, life fence, cut bamboo).
- 2.1.7 Individual tree guards (excluding plastic ones).
- 2.1.8 Payment for Ecosystem Services (PES) (Community Forest Reserves, Water Sources, etc.).

- 2.1.9 Fire management / protection (fire lines / fire breaks, patrolling).
- 2.1.10 Preparation of Forest Management Plans (FMP).
- 2.2 Soil and Water Conservation (SWC):
 - 2.2.1 Reinforced Cement Concrete (RCC) check dam.
 - 2.2.2 Cement Concrete (CC) check dam.
 - 2.2.3 Bench terrace.
 - 2.2.4 Cement Concrete (CC) retaining wall.
 - 2.2.5 Erosion control gabion check dam.
 - 2.2.6 Erosion control gabion wall.
 - 2.2.7 Contour bund.
 - 2.2.8 Earthen peripheral bund.
 - 2.2.9 Earthen embankment with Cement Concrete (CC) core.
 - 2.2.10 Reinforced Concrete (RCC) water tank.
 - 2.2.11 Water filtration tank.
 - 2.2.12 Roof top rainwater harvesting.
 - 2.2.13 Water conservation pond with spillway dam.
 - 2.2.14 Loose boulder check dam.
 - 2.2.15 Dug out pond.
 - 2.2.16 Gully plug.
 - 2.2.17 Planting of Medicinal and Aromatic Plants (MAP) primarily for soil stabilization.
 - 2.2.18 Staggered contour trenches
 - 2.2.19 Spring chamber development.
 - 2.2.20 Halfmoon terrace (boulder).
 - 2.2.21 Halfmoon terrace (bamboo).
 - 2.2.22 Roof rainwater percolation pit.
 - 2.2.23 Recharge pit.
 - 2.2.24 Deep percolation pit.
 - 2.2.25 Stone peripheral bund.
 - 2.2.26 Improved washing platform with filter.
 - 2.2.27 Setting up and maintenance of weather, water and silt monitoring stations.

Output 3: Livelihoods of the vulnerable communities in the catchment areas improve:

- 3.1 Water harvesting and storage for livelihood activities:
 - 3.1.1 Primary water harvesting and distribution structures.
 - 3.1.2 Dug out pond, Jalkund.
- 3.2 Farm-based activities:
 - 3.2.1 (Modified) Sloping Agricultural Land Technology (SALT).
 - 3.2.2 Agroforestry.
 - 3.2.3 Fruit farming / horticulture with mixed indigenous / local species.

- 3.2.4 Cultivation of local food (Sweet Potato, Yam, Tapioca, Sohphlang [*Flemingia vestita*]), Millet, which can be linked to Income Generating Activities (IGA).
- 3.3 Off Farm-based activities:
 - 3.3.1 Support of small-scale livestock production.
 - 3.3.2 Apiculture.
 - 3.3.3 Aquaculture ponds.
 - 3.3.4 Fish sanctuary.
 - 3.3.5 Other livelihood activities (handicrafts, etc.).
 - 3.3.6 Non-Timber Forest Products (NTFP) collection and value addition.
 - 3.3.7 Promotion of local and indigenous food products (not a VLMAP activity).
 - 3.3.8 Setting up and management of field processing units (not a VLMAP activity).
 - 3.3.9 Human Wildlife Conflict (HWC) prevention and compensation measures (to be determined) (particularly relevant for the Ganol catchment).

The applicable technical standards, cost norms and/or Schedules of Rates (SoR) for the different measures are available as separate documents.

In principle, the Project measures to be verified are selected every Calendar Year through a two-stage random sampling as follows:

In a first stage, 10% of the VPICs in every catchment having implemented Project measures during the Calendar Year under scrutiny will be selected randomly.

In a second stage, Project measures implemented by the selected VPICs during the Calendar Year under scrutiny will be selected randomly for verification until at least 50% of the implemented Project measures are covered. Depending on the type of the Project measure, the said threshold of 50% refers as appropriate to the following:

Number (e.g. number of nurseries established and/or maintained);

Area (e.g. area of forest restored per type of restoration, area under PES, area of agroforestry / SALT models established, etc.);

Costs, basically for all Project measures which cannot be adequately characterized by number or area (e.g. PES payments made, costs of most SWC measures, costs of Water Harvesting Structures [WHS] built, etc.).

The described two-stage random sampling of 50% (stage 2) among 10% (stage 1) corresponds to a sampling intensity of 5%.

However, considering the limited number of Project measures implemented during Calendar Year 2025, the Third Party Verification shall exceptionally cover the sample size shown in Table 1.

Table 1: Sample size for Third Party Verification of Project Measures implemented during CY 2025

Project Measure	Ganol [No.]	Umiew [No.]	Total [No.]	Sample	
				[%]	[No.]
Community Nurseries	8	4	12	20	3
Afforestation (AR)	5	49	54	10	6
Assisted Natural Regeneration (ANR)	66	19	85	10	9
Payment for Ecosystem Services (PES)	16	1	17	20	4
Agroforestry (AGF)	535	-	535	5	27
FPA 2 implementation	3	4	7	100	7
FPA 3 implementation	8	4	12	100	12
VLMAP Output 2 implementation	1	12	13	100	13
VLMAP Output 3 implementation	-	-	-	100	-

3. SCOPE OF SERVICES AND TASKS

Scope of services

The Consultant is tasked to verify the Project internal monitoring data as well as the quality and the Environmental, Social, Health and Safety (ESHS) compliance of the selected Project measures shown in Table 2.

Tasks

The Third Party Verification vets / appraises the selected Project measures on site, taking the following aspects into account:

- 1) Location (geographic coordinates) and, if applicable, shape (KML file) through GPS measurements.
- 2) Quantities with reference (as appropriate) to the number, area, height, length, width and/or volume.
- 3) Quality with reference to the applicable technical standards. This includes notably the following:
 - Survival rate of planted materials in Afforestations (AR), Assisted Natural Regenerations (ANR) and Agroforestry (AGF) plantation sites;
 - Natural regeneration status in Assisted Natural Regenerations (ANR) sites;
 - Damages to Project sites or structures;
 - Fire incidences in PES sites;
 - Maintenance of nurseries, Soil and Water Conservation (SWC), structures, Water Harvesting Structures (WHS) and all other Project investments, notably for livelihood improvement.
- 4) Contribution of implemented measures to soil erosion control, water conservation and overall environmental improvement.

- 5) Costs with reference to the approved detailed design, cost norm and or SoR.
- 6) Contribution to the Operations and Maintenance (O&M) Fund.
- 7) Compliance with the ESHS Standards.

Table 2: Project Measures implemented during CY 2025 selected for Third Party Verification

District	Block	VPIC / Beneficiary	Project Measure	Site / Plot ID	Area [ha]
Community Nursery					
East Khasi Hills	Mawkynrew	Laitkyrhong	Community Nursery		
South West Garo Hills	Rerapara	Chismokgre	Community Nursery		
West Garo Hills	Rongram	Wadagre	Community Nursery		
Afforestation (AR)					
East Khasi Hills	Khadarshnong-Laitkroh	Lyngkynshieh	AR	2025/ETH/LAI/PLN/20	0.37
East Khasi Hills	Mawkynrew	Laitkyrhong	AR	2025/ETH/MAW/PLN/1	0.29
East Khasi Hills	Myllem	Mawrashe	AR	2025/ETH/MYL/PLN/60	0.50
East Khasi Hills	Myllem	Myllem Marbaniang	AR	2025/ETH/MYL/PLN/28	0.78
East Khasi Hills	Myllem	Rangsyuin Mawlmeng	AR	2025/ETH/MYL/PLN/83	0.52
South West Garo Hills	Rerapara	Mukdangra	AR	2025/SWGH/RER/PLN/31	0.27
Assisted Natural Regeneration (ANR)					
East Khasi Hills	Khadarshnong-Laitkroh	Kyrdemkhla	ANR	2025/ETH/LAI/PLN/4	0.70
East Khasi Hills	Myllem	Myllem Marbaniang	ANR	2025/EKH/MYL/PLN/24	2.72
South West Garo Hills	Rerapara	Asingre	ANR	2025/SWGH/RER/PLN/117	0.28
South West Garo Hills	Rerapara	Dopatchigre	ANR	2025/SWGH/RER/PLN/140	0.28
South West Garo Hills	Rerapara	Nokatgre	ANR	2025/SWGH/RER/PLN/42	0.37
South West Garo Hills	Rerapara	Ranggira Bolsagre	ANR	2025/SWGH/RER/PLN/65	0.69
West Garo Hills	Rongram	Babadamgre	ANR	2025/WGH/RON/PLN/173	0.35
West Garo Hills	Rongram	Chibragre	ANR	2025/WGH/RON/PLN/246	1.66
West Garo Hills	Rongram	Selbal Nokat	ANR	2025/WGH/RON/PLN/519	0.60
Payment for Ecosystem Services (PES)					

District	Block	VPIC / Beneficiary	Project Measure	Site / Plot ID	Area [ha]
East Khasi Hills	Mylliem	Kyndong Nonkytir / Lai Kyntoit Lum Nongklaw	PES		32.76
West Garo Hills	Rongram	Aguragre / Lasen T. Sangma	PES		11.59
West Garo Hills	Rongram	Selbalgre / Selbalgre Forest	PES		28.98
West Garo Hills	Rongram	Songkonggre / Kenna Ch. Sangma	PES		10.49
Agroforestry (AGF)					
South West Garo Hills	Rerapara	Asinagre	AGF	2025/SWGH/RER/PLN/128	0.58
West Garo Hills	Rongram	Aguragre	AGF	2025/WGH/RON/PLN/12	0.78
West Garo Hills	Rongram	Allotgre	AGF	2025/WGH/RON/PLN/63	0.36
West Garo Hills	Rongram	Anchenggre	AGF	2025/WGH/RON/PLN/122	0.27
West Garo Hills	Rongram	Aranggre	AGF	2025/WGH/RON/PLN/141	0.57
West Garo Hills	Rongram	Asanang	AGF	2025/WGH/RON/PLN/640	0.32
West Garo Hills	Rongram	Babadamgre	AGF	2025/WGH/RON/PLN/166	1.02
West Garo Hills	Rongram	Boldamgre	AGF	2025/WGH/RON/PLN/791	0.43
West Garo Hills	Rongram	Chibragre	AGF	2025/WGH/RON/PLN/251	2.51
West Garo Hills	Rongram	Digreanggre	AGF	2025/WGH/RON/PLN/295	0.72
West Garo Hills	Rongram	Durakalagre	AGF	2025/WGH/RON/PLN/328	0.86
West Garo Hills	Rongram	Galwanggre	AGF	2025/WGH/RON/PLN/337	0.32
West Garo Hills	Rongram	Gongronggre	AGF	2025/WGH/RON/PLN/350	0.38
West Garo Hills	Rongram	Jendragre	AGF	2025/WGH/RON/PLN/356	0.40
West Garo Hills	Rongram	Kemragre	AGF	2025/WGH/RON/PLN/713	0.43
West Garo Hills	Rongram	Masumatagre	AGF	2025/WGH/RON/PLN/736	0.65
West Garo Hills	Rongram	Matchurigre Songgitcham - B	AGF	2025/WGH/RON/PLN/451	0.49
West Garo Hills	Rongram	Rangwalkamgre	AGF	2025/WGH/RON/PLN/460	0.36
West Garo Hills	Rongram	Rengsangre	AGF	2025/WGH/RON/PLN/669	1.54
West Garo Hills	Rongram	Rongramgre	AGF	2025/WGH/RON/PLN/481	0.53
West Garo Hills	Rongram	Sonanpara	AGF	2025/WGH/RON/PLN/537	1.06
West Garo Hills	Rongram	Soragre	AGF	2025/WGH/RON/PLN/543	0.79
West Garo Hills	Rongram	Wadagre	AGF	2025/WGH/RON/PLN/606	0.49

District	Block	VPIC / Beneficiary	Project Measure	Site / Plot ID	Area [ha]
West Garo Hills	Rongram	Waramasim	AGF	2025/WGH/RON/PLN/779	0.26
West Garo Hills	Rongram	Waram Songma	AGF	2025/WGH/RON/PLN/614	0.41
West Garo Hills	Rongram	Waribokgre	AGF	2025/WGH/RON/PLN/786	0.83
West Garo Hills	Sellsella	Dabakgre	AGF	2025/WGH/SEL/PLN/5	1.53
FPA 2 implementation					
East Khasi Hills	Myllem	Demthring Myllem	Solar Energy	Syllai 1, Syllai 2, Jingkieng, Dongwar Shaneng, Dongwar and Umdong	
East Khasi Hills	Myllem	Demthring Myllem	Vermicomposting	Syllai	
East Khasi Hills	Myllem	Demthring Myllem	Working Platform	Syllai	
East Khasi Hills	Myllem	Mawkhanpasir	Cold Storage	Pasir	
East Garo Hills	Samanda	Mandal Nokat	Water Conservation Pond with Earthen Embankment with CC Corewall	Dimse M Sangma's Land	
West Garo Hills	Rongram	Selbal Nokat	ANR with Barbed Wire Fencing	Community Land	
West Garo Hills	Rongram	Selbalgre	Permanent Nursery	Rumen's Land	
FPA 3 implementation					
East Khasi Hills	Myllem	Demthring Myllem	Minor Irrigation Dam	Wahladew	
East Khasi Hills	Myllem	Mawrashe	Protection Wall	Wahryngkap	
East Khasi Hills	Myllem	Mawrashe	RCC Reservoir	Wahryngkap	
East Khasi Hills	Myllem	Myllem Marbaniang	Permanent Nursery	Shiliang Dong	
East Garo Hills	Samanda	Mandal Nokat	Spring Tap Chamber	Neetha Spring	
East Garo Hills	Samanda	Mandal Nokat	Spring Tap Chamber	Pettigitok Spring	
South West Garo Hills	Rerapara	Dopatchigre	CC Irrigation Canal	Chibongbong	
South West Garo Hills	Rerapara	New Dengasi	Gully Plug and Gabion Wall	Bakra Stream	
West Garo Hills	Rongram	Rengsangre	Spring Tap Chamber	Chichra Spring	
West Garo Hills	Rongram	Rengsangre	Spring Tap Chamber	Dipu Spring	

District	Block	VPIC / Beneficiary	Project Measure	Site / Plot ID	Area [ha]
West Garo Hills	Rongram	Selbal Nokat	Water Conservation Pond and Earthen Embankment with CC Core Wall and Gabion Wall	Dinadrang Stream	
West Garo Hills	Rongram	Selbalgre	RCC Check Dam with Pipe Connection and Repair of Existing Water Tank	Chichra Stream	
VLMAP implementation					
West Garo Hills	Rongram	Selbalgre	Dug Out Pond	Alison's Land	
East Khasi Hills	Myllem	Mawrashe	Gabion Check Dam	Wahryngkhap	
East Khasi Hills	Myllem	Mawrashe	Gabion Wall	Esilla Kurkalang, Wahkreit	
East Khasi Hills	Myllem	Mawrashe	Loose Boulder Check Dam	Wahryngkhap	
East Khasi Hills	Myllem	Mawrashe	Spring Tap Chamber	Wahkreit	
East Khasi Hills	Myllem	Mawrashe	Stone Masonry Retaining Wall	Besila Kurkalang, Wahkreit	
East Khasi Hills	Myllem	Mawrashe	Stone Peripheral Bund	Beauty Kurkalang, Parmaw	
East Khasi Hills	Myllem	Mawrashe	Stone Peripheral Bund	Daiamon Kurkalang, Wahkreit	
East Khasi Hills	Myllem	Mawrashe	Stone Peripheral Bund	Syrpailin, Parmaw	
East Khasi Hills	Myllem	Myllem Marbaniang	Dug Out Pond	Lumpungum	
East Khasi Hills	Myllem	Myllem Marbaniang	Stone Masonry Irrigation Canal	Lumkin	
East Khasi Hills	Myllem	Myllem Marbaniang	Stone Masonry Retaining Wall	Kdong	
East Khasi Hills	Myllem	Myllem Marbaniang	Stone Masonry Retaining Wall	Pdengshnong	

4. TEAM COMPOSITION AND QUALIFICATION REQUIREMENTS FOR THE KEY EXPERTS

The proposed team composition of key experts for the consultancy is given below. The specialization, qualification and experiences desired of the key members of a multi-disciplinary team are also indicated.

Position	Desirable Qualification & Experience	Role / Responsibility
Key Experts		
Team Leader / Monitoring & Evaluation	Post-graduate Degree in Civil Engineering / Agriculture Engineering / Water Resources Engineering / Environmental Engineering or in Forestry / Agriculture / GIS / Remote Sensing or related discipline with minimum 7 years of related experience; Should have demonstrated experience in monitoring and evaluation of projects; at least 5 years of experience in conducting forest inventories or monitoring assessments. Good understanding and experience in doing quantitative and statistical analysis; qualification as environmental or forest management auditor is preferred.	Overall guidance and responsibility; Developing methodology, data formats, analytical tools, work plans; Main responsibility for all reports / presentations and other deliverables of desired quality as per the TOR; Liaison with SPMU; Quality assurance and control.
Soil & Water Conservation (SWC) and Water Harvesting Structures (WHS) (1)	Graduate degree in Civil Engineering / Agriculture Engineering / Water Resources Engineering / Environmental Engineering with at least 3 years of relevant field experience; Good understanding and capable to read and interpret technical drawings, designs and estimates, understand construction quality parameters such as materials used, dimensions, compaction, slope, etc. Prior exposure to monitoring environmental safeguards for donor funded projects (e.g., World Bank, IFAD, ADB, KfW) is highly desirable; Physical fitness and willingness to work in remote and mountainous areas is required.	Leading the practical inventory and assessment work in the field; providing technical guidance to field assistants; technical and logistical preparation of field work; responsible for accurate field data collection and data analysis in line with the monitoring methodology; making sure that monitoring information is correctly recorded, filed, and input in the database; preparation of field reports; preparation of field and technical reports.
Forest Monitoring Specialist (1)	Graduate Degree in Forestry / Agriculture / GIS / Remote Sensing or related field with at least 3 years related experience in the field of forestry / natural resources sector; At least two years of experience in conducting similar exercises (forest inventories). Good understanding and experience using sampling methods, GPS and ancillary data (Google Earth, maps and GIS data sets); Experience with supervising and checking quality of technical works (fencing, check dams,	Leading the practical inventory and assessment work in the field; providing technical guidance to field assistants; technical and logistical preparation of field work; responsible for accurate field data collection and data analysis in line with the monitoring methodology; making sure that monitoring information is correctly recorded, filed, and input in the database; preparation of field

Position	Desirable Qualification & Experience	Role / Responsibility
	contour trenching); Knowledge/experience in monitoring environmental safeguards of donor such as World Bank, IFAD, ADB, KfW etc; Physical fitness and willingness to work in remote and mountainous areas is required.	reports; preparation of field and technical reports.
Non-Key Experts		
Monitoring assistants (number to be decided by the tenderer as per the sample size and time schedule)	Technical Diploma in in Civil Engineering / Agriculture Engineering / Water Resources Engineering / Environmental Engineering and Forestry or Natural Resources Management (preferred); at least 2 years of demonstrated experience in conducting field surveys and inventories; knowledge how to use GPS, compass and surveying tools; ability to read maps; physical fitness and willingness to work in remote locations and steep terrain.	Assist in measurements and quantitative assessments of implemented project measures as per the directions of the Team Leader.

5. REPORTING REQUIREMENTS AND TIME SCHEDULE FOR DELIVERABLES

Inception Report:

The Inception Report should be submitted to SPMU within 15 days of the signing of the contract, prior to the start of the field work. The inception report should describe the methodology for data collection, work plan, data formats, man power to be employed and provide a suggestion for the table of contents of the annual Third Party Verification Report.

Field Work Plan:

After the joint sampling of the Project measures but before the start of the field work, a detailed field work plan shall be submitted to SPMU. Before starting the field work in a catchment, the Consultant's field team shall meet the Catchment Project Manager (CPM) and apprise him about their programme. The concerned field staff of Catchment Management Unit (CMU) and the Village Community Facilitators (VCF) of the concerned VPICs shall be associated during field work.

Draft Third Party Verification Report:

The draft annual Third Party Verification Report shall be submitted to SPMU within 2 months of the signing of the contract. The findings shall be presented and discussed in a workshop with the project team 1 week after the submission of the draft report. Within 3 weeks time, comments will be provided by SPMU. The report has to provide the data recorded in a consolidated way using the MS Excel format. Both data and report are to be provided in electronic format as well as hardcopies (2#).

Final Third-Party Verification Report:

Within 15 days from the date of receipt of the draft report with comments, the annual Third-Party Verification Report shall be finalized incorporating all the inputs of SPMU and submitted to SPMU.

The time schedule for the deliverables is summarized in the following table:

Deliverables	Number of Copies to be submitted	Time Line
Inception Report	2 hard copies along with electronic file	Within 15 days of signing the contract
Field Work Plan	2 hard copies along with electronic file	Prior to the start of the field work
Draft Third Party Verification Report and the collected data	2 hard copies along with electronic file and collected data	Within 2 months of signing the contract
Workshop (Presentation and discussion of findings)		1 week after submission of the draft report
Final Third-Party Verification Report	2 hard copies along with electronic file	Within 15 days from the receipt of SPMU's comments on the draft report

6. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY MBDA

The Consultant will be provided with required Project documents and access to any data sets available with the Project that are relevant to conduct his assignment. The data / information so provided shall be used only for the purpose of the assignment.

The CMU staff will help in coordination with the concerned VPICs.

MBDA fixed will not provide office space, computer, copying or printing services, telephone service or facilities for workshops, travelling cost, lodging or boarding facilities, etc. All these costs shall be included in the financial proposal.

A monitoring committee of the Client shall conduct regular reviews of the survey activities to assess progress of work and interim findings.

MBDA has the right and ownership of the reports, the Consultant shall take written approval from MBDA before sharing the report publicly.

All data is confidential and the property of the MBDA. Its sole purpose is for research, monitoring and evaluation, and is not for commercial use. No data or other information from this assignment shall be released to third parties without the written approval of the MBDA. The Consultant will return all data,

questionnaire and other material to the MBDA and will not retain any information or material after the data collection has ended.

PART 3 – CONTRACT FORM

Section VIII. Contract for Consulting Services

CONSULTING CONTRACT

dated

[•]

between

Meghalaya Basin Development Authority(MBDA)

RDL Building, Springside (Opposite HP Office) Lumsophoh Nongthymmai,

Shillong - 793014

Email: kfwmbdaprocurement@gmail.com

– hereinafter referred to as the “**Employer**” –

And

– hereinafter referred to as the “**Consultant**” –

Relating to project

**“ENGAGEMENT OF A CONSULTING FIRM TO CARRY OUT THE THIRD
PARTY VERIFICATION OF PROJECT MEASURES IMPLEMENTED DURING
CALENDAR YEAR 2025 FOR MONITORING AND EVALUATION (M&E) UNDER
MEGARISE”**

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Preamble

The Employer requests consulting services to be rendered for the Project (as defined below) as designated in the Special Conditions (as defined below). The Consultant has submitted a technical and a financial bid for the Services (as defined below) which has been accepted by the Employer. Therefore, the Parties agree as follows:

General Conditions

1 General Provisions

1.1 DEFINITIONS

Words and expressions used in this Consulting Contract (as defined below) shall have the following meaning, unless the context requires otherwise.

“**Agreed Remuneration**” means the remuneration agreed pursuant to Paragraph 5 [*Remuneration*].

“**Commencement Date**” has the meaning given to such term in the Special Conditions.

“**Completion Period**” means the period for the completion of the Services as set out in the Special Conditions.

“**Consulting Contract**” means this contract for consulting services, including its Preamble and its Annexes^{7,8}.

“**Contract Value**” has the meaning given to such term in the Special Conditions.

“**Country**” has the meaning given to such term in the Special Conditions.

“**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. It includes, but is not limited to, war, invasion, rebellion, terrorism, riots, civil disorder, natural catastrophe (e.g. earthquake, fire, explosion, hurricane, typhoon, volcanic activity), strikes, lockouts or other industrial action confiscation or any other action by government agencies. It includes, but is not limited to, circumstances such as crises, war or terror that lead to the Foreign Office of the Federal Republic of Germany calling upon German citizens to leave the country or the Project region in response to which the Consultant withdraws all its staff. Force Majeure shall not include (i) any event which is caused by the negligence or wilful action of a Party or such Party’s experts, sub-contractors or their respective directors, 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 Consulting Contract and avoid or overcome in the carrying out of its obligations

⁷ If one or several of the Annexes should not be necessary in the actual Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.

⁸ In case there are Minutes of Negotiations pursuant to the Special Conditions between the Parties these Minutes of Negotiations could be attached as an Annex. But in the interests of clear contractual stipulations, instead of including copious minutes of negotiations it is preferable to incorporate the agreed changes directly into the Special Conditions.

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

“**Foreign Currency**” means any currency other than the Local Currency.

“**Foreign Staff**” means the staff who do not hold the citizenship of the Country.

“**Funding Agreement**” means the *[loan agreement / financing agreement]* entered into between KfW and *[the Employer]* to wholly or partly finances the Services.

“**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where the members of the JV shall be jointly and severally liable to the Employer for the performance of the Contract and one member has the authority to conduct all business for and on behalf of any and all the members of the JV. The terms Joint Venture and Consortium can be used interchangeably.

“**Local Currency**” has the meaning given to such term in the Special Conditions.

“**Other Costs**” means the additional costs of the Consultant to the extent agreed in the Special Conditions.

“**Parties**” means the Employer and the Consultant.

“**Project**” means the project specified in the Special Conditions.

“**Services**” means the contractual services described in **Annex 3** *[Terms of Reference plus Tender Documents]*, **Annex 9** *[The Consultant's Bid]* and Paragraph 3.1 *[Scope of Services]*, including without limitation any optional services (if any) as well as the standard and special services defined in Paragraph 3.2 *[Standard and Special Services]*.

“**Special Conditions**” means the terms and conditions set out under the header “Part II: Special Conditions” of this Consulting Contract.

“**Standards**” means the metric system and German DIN or European EN standards, or internationally recognised standards that are at least equivalent to those published by ISO or IEC.

“**Written**” or “**in writing**” means written by hand or typed by machine, and produced in a printed or electronic form, the result being a non-editable permanent record.

1.2 INTERPRETATION

Unless a contrary indication appears, in this Consulting Contract:

- 1.2.1 Section, clause, annex and schedule headings are for ease of reference only.
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 References to a “**Party**” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Consulting Contract.
- 1.2.4 References to a “**director**” include any statutory legal representative(s) of a person pursuant to the laws of its jurisdiction of incorporation.
- 1.2.5 References to this “**Consulting Contract**” or any other agreement or instrument are references to this Consulting Contract or other agreement or instrument as amended, novated, supplemented, extended or restated.
- 1.2.6 References to a “person” shall include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality).
- 1.2.7 References to euro, EUR or € are references to the lawful currency of the participating states of the European Monetary Union. References to US dollars, USD or US\$ are references to the legal currency of the United States of America.

1.3 RANKING AND ORDER

- 1.3.1 In the event of a conflict between the Special Conditions and the General Conditions or any annex or schedule thereto, the provisions of the Special Conditions shall prevail.
- 1.3.2 In the event of a conflict between General Conditions and any annex or schedule thereto, the provisions set out in the respective annex or schedule shall prevail.
- 1.3.3 In the event of a conflict between the annexes, the provisions set out in the respective preceding annexes shall prevail over the provisions set out in the respective subsequent annexes.

1.4 COMMUNICATION AND LANGUAGE

Any communication to be made under or in connection with this Consulting Contract shall (i) be made in writing and, unless otherwise stated, may be made by fax or letter, and in the language specified in the Special Conditions and (ii) to the extent not otherwise stipulated in the Special Conditions, take effect upon receipt at the addresses specified in the Special Conditions and if by way of fax, when received in legible form.

1.5 GOVERNING LAW

This Consulting Contract is governed by the laws specified in the Special Conditions.

1.6 ENTRY INTO FORCE AND EFFECT

This Consulting Contract enters into force and effect immediately upon (i) execution hereof by both Parties, and (ii) receipt by the Employer of KfW's written confirmation that all conditions precedent to the first disbursement under the Funding Agreement have been satisfied in form and substance satisfactory to KfW. The Employer has to inform the Consultant about KfW's written confirmation immediately.

**1.7
MEASUREMENTS AND
STANDARDS**

Any drawings, plans and calculations shall be based on the Standards; moreover, the Standards shall be applied to all Services.

**1.8
ASSIGNMENT AND
SUB-CONTRACTING**

1.8.1 The Consultant may not assign or transfer any of its rights or obligations under this Consulting Contract without the prior written consent of the Employer, which, in turn, shall not be provided without the prior written consent of KfW.

1.8.2 The Consultant may conclude or terminate sub-contracts for the performance of any part of the Services only upon prior written consent of the Employer, which, in turn, shall not be provided without the prior written consent of KfW. None of the Consultant's obligations under this Consulting Contract shall be limited, cancelled or in any other way affected by any sub-contracting of Services.

1.8.3 The Consultant shall, and shall contractually oblige each subcontractor (if any), develop and implement measures for the safety of the personnel deployed, adapted to the current security situation. The Consultant undertakes to contractually oblige each subcontractor (if any) contractually to pass on a corresponding obligation to any other subcontractors (if any).

**1.9
COPYRIGHT AND
RIGHTS OF USE**

To the extent not otherwise stated in the Special Conditions, the Consultant shall transfer to the Employer all rights to the Services performed under this Consulting Contract on the date any such rights arise, and in any event at the latest on the date they are acquired by the Consultant. Insofar as a transfer of such rights is not possible, the Consultant shall irrevocably grant the Employer an unrestricted, transferrable, licensable and exclusive right of use and exploitation that is unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that no third-party rights exist or will be exercised that would preclude the aforementioned transfer of rights or their exercise.

**1.10
OWNERSHIP OF
DOCUMENTS AND
EQUIPMENT**

1.10.1 All studies, reports, data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant by the Employer in relation to the performance of the Services, as well as software (including the respective source codes) produced or adapted to facilitate the performance of the Services, shall remain the property of the Employer. The Consultant shall not be entitled to exercise any right of retention or similar rights with respect to these materials.

1.10.2 The Consultant shall return any equipment made available by the Employer to the Consultant to facilitate the performance of the Services, including any vehicles purchased for the performance of the Services and paid for fully by the Employer, to the Employer promptly after completion of the Services. The Consultant shall handle and maintain any such equipment with due care.

**1.11
CONFIDENTIALITY
AND PUBLICATION**

1.11.1 The Consultant shall, and shall ensure that its employees, agents and representatives will keep confidential all documents made available to the Consultant by the Employer and/or KfW, as well as all information exchanged and knowledge acquired concerning this Consulting Contract and its implementation, even if such documents, information or knowledge have not been expressly designated as confidential. This obligation of confidentiality upon the Consultant and its employees shall remain effective for a period of 24 months after completion or termination (whichever occurs earlier) of the Consulting Contract.

1.11.2 The obligation of confidentiality set out in this Clause 1.11 shall not apply to information:

- (a) which is or becomes public information other than as a direct or indirect result of any breach of this Consulting Contract;
- (b) which is known by the receiving Party before the date the information is disclosed to the receiving Party in accordance with paragraph (a) above or is lawfully obtained by the receiving Party after that date from a source which is unconnected with the Employer and KfW and which has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.
- (c) the disclosure of which is:
 - i. requested or required by any court of competent jurisdiction or any competent judicial, governmental, banking, taxation, supervisory or other regulatory authority or similar body or necessary to assert or defend claims or other legal rights in court or administrative proceedings;
 - ii. required pursuant to any applicable law or regulation; or
 - iii. made with the prior written consent of the Party providing the information.

1.11.3 Notwithstanding the foregoing each Party is entitled to disclose any information in connection with this Consulting Contract to KfW.

**1.12
CONDUCT**

During the term of this Consulting Contract, the Consultant shall not, and shall ensure that its Foreign Staff will not, interfere with the political or religious affairs of the Country.

**1.13
SANCTIONABLE
PRACTICE**

1.13.1 The Consultant shall, and shall ensure that its representatives, agents and employees will:

- a) comply with all applicable laws, rules, regulations and provisions of the relevant legal systems relating to the performance of any obligations under this Consulting Contract or if failure to comply would impair the Consultant's ability to perform its obligations hereunder,

-
- b) not engage at any time in any Sanctionable Practice; and
- c) not enter into or continue any business relationship with specially designated nationals, blocked persons or entities maintained on any Sanctions List and not engage in any other activity that would constitute a breach of Sanctions.

For the purposes of this provision, the following capitalized terms shall have meaning as defined below:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
Sanctionable Practice	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Funding Agreement.

Sanctions	The economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body.
Sanctioning Body	Any of the United Nations Security Council, the European Union and the Federal Republic of Germany.
Sanctions List	Any list of specially designated persons, groups or entities which are subject to Sanctions, as issued by any Sanctioning Body.

1.13.2 The Consultant will inform its employees, agents, representatives and subcontractors (if any) engaged under this Consulting Contract of their respective obligations.

1.13.3 The Consultant shall itself and contractually oblige its employees, agents, representatives and subcontractors (if any) to comply in all respects with (i) the Declaration of Undertaking described in Annex 1 [Declaration of Undertaking] and (ii) the laws of the Country.

1.13.4 The Consultant shall, in connection with his/her activities in respect of the Services and/or the Project, treat the persons involved in the Services and/or the Project and any other persons involved at any time respectfully and with high ethical standards (requirement of respectful treatment). The Consultant shall not treat any persons involved in the Services and/or the Project or any other persons differently without a justified reasonable cause (prohibition of discrimination). The Consultant shall not use his position in connection with the Services and/or the Project for abusing of his/her competences and powers (prohibition of abuse). This includes in particular, but is not limited to, the abuse of a position of power for demanding and receiving sexual acts or harassment. The provisions on Sanctionable Practices shall remain unaffected.

1.14 SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

The Consultant shall, and shall ensure that its representatives, agents and employees will, ensure compliance with the Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) as outlined in KfW's Sustainability Guideline (October 01, 2019 as amended from time to time) and, consequently:

where relevant, implement any environmental and social and health and safety risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the Employer and/or KfW. The Consultant will report on the status of implementation of ESHS measures and plan items as contractually agreed.

**1.15
REIMBURSEMENTS**

Unless otherwise set out in the Special Conditions, the Consultant shall make all reimbursements, insurance payments, guarantee payments or similar payments:

- (a) if in Foreign Currency, for the account of the Employer to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00; and
- (b) if in Local Currency, to the special account of the Employer specified in the Special Conditions.

**1.16
SEVERABILITY AND
WRITTEN FORM**

- 1.16.1 If any provision of this Consulting Contract is or becomes invalid, void or ineffective or if this Consulting Contract contains unintentional gaps, this will not affect the validity or effectiveness of the remaining provisions of this Consulting Contract and this Consulting Contract will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue and prove the Parties' intent to uphold this Consulting Contract even without the void, invalid or ineffective provisions.
- 1.16.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision which comes as close as possible to the purpose and intent of the invalid provision in legal or economic terms and any unintentional gap shall be deemed to be filled with a provision which best suits the purpose and intent of this Consulting Contract.
- 1.16.3 Any supplements and amendments to this Consulting Contract – including to this Article 1.15.3 – must be made in writing. Any waiver by the Parties of this writing requirement must also be in writing.

**1.17
ROLE OF KfW**

For the avoidance of doubt, notwithstanding any consent, no-objection and/or other rights which may be conferred to KfW pursuant to this Consulting Contract, KfW shall not and shall not be deemed to be a Party to this Consulting Contract and shall have no obligations hereunder.

2 The Employer

2.1 INFORMATION

During the term of this Consulting Contract, the Employer, shall, within a reasonable period of time and at its own cost and expense, provide the Consultant with all data, documentation and information required or expedient for the performance of the Services that are available to it. This shall also include all Services- and Project-related provisions of any separate agreements relating to the Funding Agreement or to any other loan or grant made in respect of the Project, and, to the extent that KfW's consent is required by this Consulting Contract and has been granted by KfW, the documents evidencing such consent.

2.2 DECISIONS AND COOPERATION

Where the Employer is vested with any discretion or decision right under this Consulting Contract, it shall, provided that the Consultant has supplied the Employer with all the information reasonably required by the Employer including, but not limited to, drawings, studies and details of any replacement staff, exercise such discretion or (as applicable) take its decision pursuant to this Consulting Contract as soon as possible following the Consultant's written request and, in any event, no later than the end of the expiry period specified in the Special Conditions.

2.3 SUPPORT

2.3.1 The Employer will support, to the extent reasonably possible, the Consultant in discharging its obligations pursuant to this Consulting Contract. The Employer shall make available to the Consultant as soon as reasonably practicable and in full all the services necessary for the performance of its tasks as detailed in Annex 3 [*Terms of Reference plus Tender Documents*].

2.3.2 In addition, the Employer shall support the Consultant, the Consultant's employees and directors and, where applicable, their [immediate] relatives in:

- (a) obtaining as soon as reasonably practicable any documents necessary for entering, residing in, working in and leaving the Country (visa, work permit etc.);
- (b) granting and/or obtaining unrestricted access to the Project where necessary for the performance of the Services;
- (c) the import, export and customs clearance of personal items and of goods and commodities required for the performance of the Services;
- (d) securing return transport in cases of emergency;
- (e) obtaining permission to import Foreign Currency that is required by the Consultant for the performance of the Services and for personal use by its Foreign Staff;
- (f) obtaining permission to export the money paid by the Employer to the Consultant under this Consulting Contract; and
- (g) providing access to other organisations for the purpose of obtaining information to be procured by the Consultant in relation to the performance of its obligations hereunder or any of the matters set out under any of the foregoing sub-paragraphs (a) through (f) above.

**2.4
TAXES**

2.4.1 The Consultant is responsible for meeting any and all tax liabilities in the Employer's country arising out of the Consulting Contract, unless it is stated otherwise in the Special Conditions. Tax liabilities of the Consultant outside the Employer's country are considered to be included in the Remuneration and may not be charged separately.

2.4.2 If, after the date of signing of this Consulting Contract by the Parties, there is any change in the applicable law in the Employer's country with respect to taxes and/or duties which increases or (as the case may be) decreases the cost incurred by the Consultant in performing the Services, then the Remuneration and other expenses otherwise payable to the Consultant under this Consulting Contract shall be increased or (as the case may be) decreased accordingly by agreement to be concluded between the Parties hereto.

**2.5
SERVICES AND
FURNISHINGS**

The Employer shall make available to the Consultant, at the Employer's cost and expense, such technical and other equipment and offices as described in Annex 6 [*Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer*] for the purpose of performing the Services.

**2.6
CONTACT PERSONS
OF THE EMPLOYER**

The Employer shall appoint two natural persons to act as the Employer's contact person and deputy to the Consultant in relation to this Consulting Contract, and the Employer further undertakes to appoint a substitute contact person without undue delay should either of the two individuals appointed (or the respective substitutes) no longer be available. The contact persons shall be set out in the Special Conditions.

3 The Consultant

3.1 SCOPE OF SERVICES

- 3.1.1 The Consultant shall deliver the Services in full and on time.
- 3.1.2 The Consultant shall cooperate in good faith with any third parties commissioned by the Employer pursuant to Paragraph 2.5 [*Services and Furnishings*]. The Employer shall not be liable for any costs, losses or liabilities caused by any of these third parties or their performance, except in the case of willful misconduct, gross negligence, death or bodily injury. In addition, the Consultant must, to the extent possible, comprehensively coordinate the services rendered by such third parties with the Services.

3.2 REPORTING AND INFORMATION

- 3.2.1 The Consultant shall report to the Employer and KfW on the progress of the Services in accordance with the Special Conditions and/or the Terms of Reference as applicable. The Consultant shall inform the Employer and KfW promptly of all extraordinary circumstances (including, without limitation, any compliance-relevant circumstances or substantial suspicions) that arise during the performance of the Services and of all matters requiring KfW's approval.
- 3.2.2 The Consultant shall, at its own cost and expense, promptly deliver all records, documents and information requested by the Employer and/or KfW in connection with this Consulting Contract. This obligation shall survive the termination of the Consulting Contract for a period of 24 months.

3.3 STAFFING

- 3.3.1 The Consultant shall employ the staff specified in Annex 5 [*Staffing Schedule*] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of the Employer and KfW.
- 3.3.2 Upon the Employer's request, the Consultant shall terminate the contract of, or release or replace, any staff member who fails to meet the requirements set out in this Consulting Contract or violates Paragraph 1.12 [*Conduct*]. Any such request of the Employer must be submitted in writing to the Consultant and must state the reasons for the requested termination, release or replacement.
- 3.3.3 If any staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual with at least equivalent qualifications and experience.
- 3.3.4 If the Consultant terminates the contract of, or releases or replaces, any staff during the term of this Consulting Contract, any costs thus accrued shall be borne by the Consultant.

3.4
CONTACT PERSON OF
THE CONSULTANT

- 3.4.1 The Consultant shall appoint a natural person as its contact person for the Employer in relation to this Consulting Contract, and the Consultant further undertakes to appoint a substitute contact person without undue delay should the individual appointed (or its substitute) no longer be available.
- 3.4.2 Moreover, the Consultant shall specify and provide contact details to the Employer and KfW for an individual, as well as a deputy, at the Consultant's place of business who can be reached at any time in cases of emergency or crisis. The Consultant shall notify the Employer and KfW without delay of any change of any such elected person or its contact details.

4

Commencement, Completion, Amendment and Termination of the Services

4.1 COMMENCEMENT AND COMPLETION

- 4.1.1 The Consultant shall begin performing the Services on the Commencement Date. The Consultant shall deliver the Services in accordance with the time schedule set out in Annex 7 [*Time Schedule for the Performance of the Services*], and shall complete the Services within the Completion Period (for the avoidance of doubt, subject to any adaptations (if any) in accordance with paragraph 4.1.3 below).
- 4.1.2 In the case of optional services (if any), the Consultant shall commence delivery of such optional services not earlier than upon receipt of notification from the Employer, subject to the Employer having received KfW's prior written consent.
- 4.1.3 Any change to the time schedule in Annex 7 [*Time Schedule for the Performance of the Services*] due to a reasonable request by either party shall be mutually agreed upon in writing.

4.2 PENALTIES FOR DELAY AND DISSATISFACTORY SERVICES

- 4.2.1 If the Consultant culpably fails to perform any of the Services within the respective time agreed for such Services, the Consultant shall, except to the extent that the Special Conditions include a stipulation to the contrary, be obliged to pay to the Employer a penalty in an amount of 0.5% of the contract value for every week of delay, subject to an overall cap of 8% of the contract value. Any claims which the Employer may have as a consequence of such delay (if any) shall be deemed to be settled by such payment. The foregoing shall be without prejudice to the Employer's right of termination pursuant to Paragraph 4.6.2 [*Suspension and Termination*].
- 4.2.2 In the case the Consultant has not provided the Services in accordance with the provisions set out in this Consulting Contract to the satisfaction of the Employer and if this has (i) been notified by the Employer to the Consultant and (ii) not been remedied by the Consultant within 21 days upon receipt of such notification, and provided that the Employer has requested payment of a penalty in accordance with Paragraph 4.2.1 [*Penalties for Delay and Dissatisfactory Services*] above, the Employer and KfW shall be entitled to prohibit the Consultant from mentioning this Project as a reference for future project tenders.

4.3 FORCE MAJEURE

- 4.3.1 In the event of a Force Majeure, the contractual obligations, to the extent affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one Party receives notification of the Force Majeure event from the other Party within two weeks after its occurrence. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded, provided that this shall not apply to any damages which the Consultant could have, but has wilfully or negligently not, mitigated in light of the circumstances at that time.
- 4.3.2 In the event of a Force Majeure, the Consultant shall be entitled to an extension of the Completion Period equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event continues for more than 180 days, either

Party to this Consulting Contract shall be entitled to terminate the Consulting Contract.

4.3.3 In the case of a suspension or termination of the Consulting Contract due to Force Majeure, the Consultant shall be entitled to claim from the Employer payment of:

(a) a proportionate amount of the Agreed Remuneration for the Services performed up to the occurrence of the Force Majeure; and

(b) all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services,

in each case in accordance with the principles agreed in Paragraph 5 [*Remuneration*] and the Special Conditions as well as the principles set out in Paragraph 4.6.4 [*Suspension or Termination*].

4.3.4 The Consultant must, however, mitigate its loss and deduct any proceeds of such mitigation, which shall include:

(a) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project; and

(b) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's wilful misconduct or negligence.

4.3.5 The Consultant shall not have any further payment claims as a consequence of the Force Majeure Event.

4.4 SUSPENSION OR TERMINATION

4.4.1 The Employer may, with the prior written consent of KfW, fully or partially request suspension of the Services or terminate this Consulting Contract, in each case by serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and any expenditures minimised. The Consultant shall hand over all reports, drafts and documents to be prepared by the date in question to the Employer. If the suspension continues for more than 180 days, the Consultant may terminate the Consulting Contract. In the case of such termination Paragraph 4.5 [*Force majeure*] shall apply mutatis mutandis.

4.4.2 If the Consultant fails to meet any of its contractual obligations within the agreed time for such obligations, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a reasonable time frame as determined by the Employer which shall be, however, not less than 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Consulting Contract by written notice.

4.4.3 The Consultant may terminate this Consulting Contract if any amounts due and payable to it under this Consulting Contract have not been reasonably disputed or paid within 60 days after

the receipt by the Employer of the corresponding invoice, provided that (i) the Consultant has delivered to the Employer a written reminder within 30 days after the initial 60 days deadline has passed and (ii) the Employer has not paid the due amounts within a further grace period of 30 days upon receipt by it of such reminder. Without prejudice to the right to terminate due to Employer's nonpayment the Consultant may suspend the performance of this Contract if and for so long as any amounts due and payable under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt of the Consultant's corresponding invoice by the Employer, provided that the Consultant has submitted a written reminder notice to the Employer after the initial 60 days deadline has passed and the Employer does not pay the due amounts within a further period of 21 days after the reminder notice.

4.4.4 In the case of a termination or suspension of the Consulting Contract, the Consultant shall be entitled to demand payment of:

- (a) the due but unpaid proportion of the Agreed Remuneration for the Services performed until the date of termination or suspension; and
- (b) if the termination or suspension of the Consulting Contract is not caused by a default by the Consultant, all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services, provided, however, that the Consultant must mitigate its loss and deduct any proceeds of such mitigation, which shall include:
 - (i) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project; and
 - (ii) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's wilful misconduct or negligence.

4.4.5 If the termination or suspension of the Contract has been caused due to a default of the Consultant, the Employer shall be entitled to demand compensation for any direct damages caused by the default.

4.5 BREACH OF PARAGRAPH 1.13

4.5.1 If the Consultant has breached Paragraph 1.13 [*Sanctionable Practice*], the Employer may, notwithstanding any sanctions which may be applicable according to the law of the Country or any other legal system, terminate this Consulting Contract in writing with immediate effect.

4.5.2 The Employer may also terminate this Consulting Contract in writing with immediate effect if the Declaration of Undertaking submitted by the Consultant [in accordance with Paragraph

1.13.3] is untrue or inaccurate in any respect or if the any obligations thereunder have been breached.

**4.6
RIGHTS AND
OBLIGATIONS OF
THE PARTIES IN CASE
OF TERMINATION**

For the avoidance of doubt, a termination of this Consulting Contract shall not prejudice or affect any rights, claims or obligations of any Party which have arisen before the termination takes effect. Notwithstanding the foregoing, in the case of a termination pursuant to Paragraph 4.7 [*Breach of Paragraph 1.13*] the Employer shall be entitled, in cooperation with KfW, to request the repayment of any remuneration (in total or in part considering the circumstances of the violations) which has been paid to the Consultant pursuant to this Contract. The burden of proof that a case of termination is given lies with the Employer.

5 Remuneration

5.1 FORMS OF REMUNERATION

In consideration for the performance of the Services, the Employer shall pay to the Consultant the remuneration as agreed in the Special Conditions subject to the conditions listed therein and the conditions set out below, and subject further to Annex 8 [*Cost Calculation and Invoicing Table*], depending on the type of Services agreed which may be either

- (a) lump sum services; or
- (b) time-based services.

5.2 GENERAL PAYMENT TERMS

To the extent not otherwise agreed in the Special Conditions, the Employer shall pay the Consultant's remuneration as follows:

- (a) An advance payment as set forth in the Special Conditions, but not exceeding 20% of the Contract Value shall be due within 30 days following the date of this Consulting Contract upon presentation of an invoice and against presentation of an advance payment guarantee if required in accordance with the Special Conditions.
- (b) Instalments shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The first invoice following the advance payment shall not be issued before the expiry of three months following the Commencement Date.
- (c) The final payment shall be made after the Services have been performed in full and written confirmation has been provided by the Employer to the Consultant and prior written non-objection has been obtained from KfW.

5.3 PAYMENT CONDITIONS

- (a) In case of a lump sum remuneration, payments to the Consultant shall be made in a pre-determined number of instalments as further specified in the Special Conditions. In case the instalments are to be made dependent on milestones, these will be clearly stipulated in the Special Conditions.
- (b) In case of a time-based remuneration, payments to the Consultant shall be made based on the unit prices set forth in Annex 8 [*Cost Calculation and Invoicing Table*] as further specified in the Special Conditions. Each invoice shall be accompanied by a list of expenditures based on Annex 8 [*Cost Calculation and Invoicing Table*].
- (c) Other Costs, if any, shall be invoiced together with the agreed instalments. Unless the remuneration for Other Costs is included in the lump sum instalments, the invoices must be accompanied by a list of expenditures based on Annex 8 [*Other Cost Calculation and Invoicing Table*].

The original documentation evidencing the Other Costs shall be sent to the Employer, unless this Consulting Contract has been entered into pursuant to an agency contract in which case the original documentation shall remain with the Consultant and be

**5.4
LIMITATIONS**

delivered to the Employer or (as the case may be) KfW promptly upon request of the Employer.

- (a) The remuneration of the Consultant (including, for the avoidance of doubt, Other Costs, if any) shall not exceed the Contract Value set forth in the Special Conditions.

**5.5
INVOICING**

- (a) Payments are made against invoices. The original invoices shall specify (i) the period for which the underlying Services have been performed and (ii) correct banking details and shall be addressed to the Employer.

In the case of conclusion of this Consulting Contract pursuant to an agency contract: the Consultant's invoices (other than the final invoice) shall be addressed to the Employer "c/o KfW". Except for the final invoice, the Consultant shall send each original invoice to KfW and a copy of each invoice to the Employer directly. The original final invoice is to be addressed to the Employer and KfW will receive a copy.

- (b) With each invoice the Consultant implicitly declares that the performance and/or costs invoiced have actually incurred and that the lists accompanying the respective invoices are true and complete.

**5.6
PAYMENT DEADLINE**

- (a) Other than in the case of an advance payment or unless otherwise stated in the Special Conditions, payment shall be made within 60 days of presentation of a verifiable invoice by the Consultant to the Employer.
- (b) If the Employer does not make the payment within the period set out in Paragraph 5.6(a) [*Payment Deadline*] and the Employer has not raised an objection pursuant to Paragraph 5.7 [*Objection to Invoices*] within that date, the Employer shall pay to the Consultant a compensation at the rate agreed in the Special Conditions. This shall be calculated on a daily basis from the date on which the relevant amount became due and payable in the currency set out in the Special Conditions. The Consultant shall have no further rights or claims arising from any delay of the Employer.

**5.7
OBJECTION TO
INVOICES**

Should the Employer object to any invoice of the Consultant (or any aspect or part thereof), the Employer shall notify the Consultant of its intention to withhold payment and shall state the reasons why. If the Employer objects only to a part of an invoice, it shall pay that part of the invoiced amount to which it has not objected within the period specified in Paragraph 5.6 [*Payment Deadline*].

5.8
AUDITING

For any Services (or parts thereof) that are not remunerated on a lump-sum basis, the Consultant shall maintain up-to-date records that meet professional standards and that clearly and systematically indicate the Services provided and the time and expense involved. The Consultant shall permit the Employer and KfW (as well as their respective advisors and auditors) to audit these records at any time and make copies of them.

6

Liability

6.1

GENERAL LIABILITY OF THE CONSULTANT

The Consultant shall be liable to the Employer for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Article 3 [*The Consultant*]. The liability of the Consultant shall be limited to the Contract Value. The foregoing limitation shall not apply in the case of wilful misconduct or gross negligence.

6.2

LIABILITY FOR SUB- CONTRACTORS

For the avoidance of doubt, the Consultant shall also be liable for the Services provided by a sub-contractor pursuant to Paragraph 1.8 [*Assignment and Sub-contracting*].

6.3

PERIOD OF LIABILITY

The Consultant's liability shall terminate according to the law governing the Consulting Contract as set out in the Special Conditions, unless a different point of time has been agreed in the Special Conditions.

6.4

LIABILITY FOR CONSEQUENTIAL DAMAGE

Liability for consequential damages is excluded.

6.5

LIABILITY OF THE EMPLOYER

The Employer shall be liable for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Paragraph 2 [*The Employer*].

7

Insurance against Liability and Damages / Guarantees

7.1 INSURANCE AGAINST LIABILITY AND DAMAGES

7.1.1 The Consultant shall take out and maintain adequate insurance for the entire duration of the Consulting Contract and on the terms specified in the Special Conditions, including, but not limited to, the following:

- (a) professional liability insurance;
- (b) personal liability insurance;
- (c) equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer within the context of this Consulting Contract; and
- (d) motor vehicle third party liability insurance and motor vehicle comprehensive hull insurance for the vehicles acquired in connection with this Consulting Contract.

7.1.2 The costs incurred in connection with the insurance specified in Paragraph 7.1.1 [*Insurance Against Liability and Damages*] shall be fully compensated by the Agreed Remuneration and may not be charged separately.

7.1.3 The Employer shall take out the insurances to the extent agreed in the Special Conditions.

7.2 GUARANTEES

Any guarantees shall be in the form set out in Annex 10 [*Form of Advance Payment Guarantee*] and shall always be provided as bank guarantees issued in favour of the Employer as beneficiary. They must be acceptable to the Employer and KfW. The original of the guarantee shall be sent to the Employer, with a copy, together with a confirmation of delivery of the original, to be sent to KfW.

8 Disputes and Arbitration Procedure

8.1 ARBITRATION PROCEDURE

If the Parties do not reach amicable agreement, disputes arising out of or in connection with this Consulting Contract shall finally and exclusively be settled by a single arbitrator appointed and proceeding in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.

Part II: Special Conditions

Ad Article 1: General Provisions

Ad 1.1: Definitions

“Completion Period”: The completion period shall be 3 months from the date of signing the contract.

“Country”: **India**

“Project”: **“Protection of Vulnerable Catchment Areas in Meghalaya“MegARISE” PN 34350/BMZ-No. 201567643 (Loan) and 201567650 (Grant) as further specified in Annex 3.**

The Meghalaya Basin Development Authority (MBDA) referred to as the “Employer” is acting as the implementing agency for the project “Protection of Vulnerable Catchment Areas in Meghalaya”(MegARISE) and intends to engage a consultant for which this Contract is issued. KfW provides financing for the project; any payments are subject to the underlying financing arrangements and no party other than the Employer shall derive any rights from or have any claims to the proceeds of it.

“Commencement Date”: [insert date] / the date [falling [●] weeks after]/[of] the entry into force of this Consulting Contract.

Ad 1.4: Communication and Language

The language for notices, instructions, reports and other communication shall be **English**

Notices

Address of the Employer

Attention:
Additional Project Director
MegARISE, MBDA
Meghalaya Basin Development Authority (MBDA)
RDL Building, 3rd Floor,
Springside Opposite HP Office
Lumsophoh, Nongthymmai – 793014
Email: kfwmbdaprocurement@gmail.com

Address of the Consultant

Postal address

Email: [●]

Phone: [●]

Fax:

Tax Residence of the Consultant and all JV Partners:

Address of KfW

Postal address

[The general address for KfW should be specified or changed according to the project in question]

Email: [●][@kfw.de](mailto:[●]@kfw.de)

Phone: +49 (69) 7431-[●]

Fax: +49 (69) 7431-[●]

Ad 1.5: Governing law

The law governing this Consulting Contract shall be **Indian Law**.

Ad 1.9: Copyright and rights of use

The Consultant gives MBDA, irrevocable, transferable and non-exclusive right of use of any and all domestic and foreign industrial and intellectual property rights, applications for industrial property rights, designs, formats, pictures, inventions, construction papers, methods, documentation and work results that arise during execution of the assignment and which are already included in the fee. Publications by the Consultant in connection with the agreed assignments require the prior written approval of MBDA, even after termination of the contract relationship.

The implementing contractor will protect the confidentiality of households and individuals participating in the survey at all stages. All data is confidential and the property of the MBDA. Its sole purpose is for research, monitoring and evaluation, and is not for commercial use. No data or other information from this survey will be released to third parties without the written approval of the MBDA. The implementing contractor will turn over all data, questionnaire and other material to the MBDA and will not retain any information or material after the survey data collection has ended. The names of participating households will not be released to any other party for any reason.

Ad 1.14: Reimbursements

Account details of the Employer's extra account for all reimbursements: To be provided later

Ad Article 2: The Employer

Ad 2.2: Decisions and cooperation

/Decisions/discretions/cooperative actions of the Employer pursuant to Paragraph 2.2 [Decisions/cooperation] must be taken/exercised/performed at the latest within _____ from receipt by the Employer of the respective written request of the Consultant.

Ad 2.4: Taxes

The contractual parties agree on the following provisions regarding taxes and public duties in the country of the Employer: **As Per Indian Laws**

Ad 2.6: Contact persons of the Employer

The Employer's contact persons shall be:
Shri. James Teiborlang Kharkongor,
Deputy Project Director, MegARISE, MBDA
Meghalaya Basin Development Authority (MBDA)
RDL Building, 3rd Floor,
Springside Opposite HP Office
Lumsophoh, Nongthymmai – 793014
Email: kfwmbdaprocurement@gmail.com

Ad Article 3: The Consultant

Ad 3.2: Reporting and information [●].

Ad 3.4.1: The Consultant's contact person
The Consultant's contact person shall be [●].
Contact details [●].
The deputy shall be [●].
Contact details [●].

Ad 3.4.2: The Consultant's contact person for cases of emergency or crisis
The Consultant's contact person for cases of emergency or crisis shall be [●].
Contact details [●].
The deputy shall be [●].
Contact details [●].

Ad Article 5: Remuneration

Ad 5.1: Forms of Remuneration

In consideration of the Services, the Employer shall pay to the Consultant an amount of

up to [●] in [● currency]

(the "Contract Value").

In accordance with the Terms of Reference, the Services will be rendered as

☐ Lump sum services

Ad 5.2 (a): General Payment Terms

Payment in INR for the services rendered by the consultant shall be made as per the details given below:

D.No	Deliverables	Payment (% of contract value)
1	Inception Report	30%
2	Field Work Plan	0%
3	Draft Third Party Verification Report and the collected data	30%
4	Workshop (Presentation and discussion of findings)	0%
5	Final Third-Party Verification Report	40%

5.3: Payment Conditions

Instalments

In derogation of Ad. 5.2.(a) payment shall be made based on the fulfilment of the respective milestone as follows:

D.No	Deliverables	Payment (% of contract value)
1	Inception Report	30%
2	Field Work Plan	0%
3	Draft Third Party Verification Report and the collected data	30%
4	Workshop (Presentation and discussion of findings)	0%
5	Final Third-Party Verification Report	40%

Ad 5.5: Invoicing

The Consultant's invoice shall indicate the BMZ-No. 2015 67 643(Loan) and 2015 67 650 (Grant).

Payments may be made to the Consultant directly by KfW according to the direct disbursement procedure if agreed between KfW and the Employer.

Payments shall be made to the following account:

Account holder: [●]

Bank: [●]

Account number: [●]

IFSC No: [●]

Ad 5.6: Payment deadline

Within 30 days of receipt of invoice from the consultant

Ad Article 6: Liability**Ad 6.3: Period of liability**

The Consultant's liability shall terminate after ____ days of the acceptance of the final report

Ad Article 7: Insurance

The Consultant will ensure adequate insurance cover (such as medical, theft, third party liability and accident insurance) at its own expense and to maintain the same for the duration of his assignment. Employer accepts no liability in this respect. If required, the Consultant will provide Employer with proof of insurance cover and payments of the premiums. The Consultant shall take out and maintain the following insurances:

- (a) Professional liability insurance. The insurance shall cover a damage of contract value
- (b) Personal liability insurance. The insurance shall cover a damage of contract value.

Ad Article 8: Disputes and Arbitration Procedure**Ad 8.1: Arbitration Procedure**

The place of arbitration shall be **at Shillong, Meghalaya, India.**

The language of the arbitration procedure shall be **English.**

(Place, date)

(for the Employer)

(for the Consultant)

List of Annexes

Annex no.	Title
1	Declaration of Undertaking
2	Minutes of Negotiation (if relevant)
3	Terms of Reference plus Tender Documents
4	Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries (in the version valid on the date the bid was submitted)
5	Staffing Schedule
6	Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer
7	Time Schedule for the Performance of the Services
8	Cost Calculation and Invoicing Table
9	The Consultant's Bid
10	Form of Advance Payment Guarantee (if relevant)

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")⁹

To: ("Project Executing Agency")

9. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")¹⁰ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
10. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
 - 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

⁹ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

¹⁰ The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

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11. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - iii. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - iv. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
12. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
13. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
14. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation¹¹ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.
15. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and

¹¹ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

documents, to permit on the spot checks and to ensure access to sites and the respective project.

16. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹²: _____

Signature:

Dated:

¹² In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

6. I am authorised to make this declaration on behalf of the above company;
7. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
8. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
9. the company will duly pay taxes that may arise from the provision of contracted services;
10. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....

(Place)

.....

(Date)

.....

(Name of the consultant)

.....

(Signature(s))

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

7. I make this declaration in my name/on my own account;
8. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
9. I am not currently involved in tax law court proceedings, nor have I been in the past;
10. I will duly pay taxes that may arise from the provision of contracted services;
11. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....

(Place)

.....

(Date)

.....

(Name of the person)

.....

(Signature)

Minutes of Negotiation (if relevant)

Terms of Reference plus Tender Documents

Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries
(in the version valid on the date the bid was submitted)

Staffing Schedule

(pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)

Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer

Time Schedule for Delivery of the Services

(pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)

Cost Calculation

Package A – Lump Sum Services

Detailed Cost Calculation – Fees, Transport, Logistics (for information only not basis for payments)				
1. Foreign Staff Cost	Unit	Quantity	Lump sum unit rate	Amount
1.1 Team Leader	month	...		
1.2 NN	month	...		
1.3 ...	month	...		
Sub-total Foreign staff				
2. Local Staff Cost (incl. allowances and accommodation, see explanation)				
2.1 NN	month	...		
2.2 ...	month	...		
Sub-total Local staff				
3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff				
3.1 Allowance, accommodation - Long-term staff	month	...		
3.2 Allowance, accommodation - Short-term staff	month	...		
Sub-total Allowance and accommodation				
4. International Travel				
4.1 International return flights	flight	...		
4.2 Complementary travel costs	flight	...		
4.3 other international flights	flight	...		
Sub-Total International flights				
5. Local Travel & Transport Cost				
5.1 Vehicle lease/rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, assurance, repairs	month	...		
5.3 Other local transport (short-term, peak)	day	...		
5.4 Local flights	flight	...		
Sub-total Local transport				
6. Project Office				
6.1 Office rent	month	...		
6.2 Office operation	month	...		
Sub-total Project office				
7. Reports and Documents				
7.1 ... (Type of reports/documents to be stated)	/doc	...		
7.2 ...	...	...		
Sub-total Reports and documents				
Other Cost – Lump sum unit rate basis	Unit	Quantity	Lum sum unit Rate	Amount
8. Equipment*				
8.1 Office equipment	...	...		
8.2 Project vehicles	...	...		
8.2 Other. equip. to be handed over/consumed				
Sub-Total Total Equipment				
Other Cost – Remuneration at actual cost				Provisional Amount
9. Miscellaneous Items**				
9.1 Other miscellaneous items/services				
9.2 Security measures				
9.3 General contingencies				
Sub-Total Total Miscellaneous items/services				

The Consultant's Bid

Advance Payment Guarantee

Beneficiary: *[Insert name and Address of Employer]*

Date of issue : *[Insert date]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name and address of Contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the **Contractor**”) has entered into Contract No. *[insert reference number of the Contract]* dated *[insert Contract date]* with the Beneficiary, for the execution of *[insert object of the Contract and brief description of the contractual content]* (hereinafter called “the **Contract**”). Furthermore we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount and currency in words and figures]*¹³, representing *[insert percentage in words and figures]* percent of the Contract price is to be made against an advance payment guarantee.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[insert guarantee amount and currency in words and figures]* upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

The advance payment guarantee shall come into force and effect as soon as the advance payment has been credited to the Contractor on its account. Minor deductions of the above mentioned amount notably due to bank fees shall have no effect on the entry into force.

[For guarantees issued in foreign currency insert the following:

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00), for the account of *[Insert name of the Beneficiary and the Beneficiary’s country]*.

[For guarantees issued in local currency insert the following:

In the event of any claim under this guarantee, payment shall be effected to *[Insert the account of the Beneficiary on which payments are to be made]*, for the account of *[Insert name of the Beneficiary and the Beneficiary’s country]*.

This guarantee shall be automatically reduced pro rata in accordance with the payments performed by the Gurantor hereunder and expire not later than *[insert expiry date]*.

Any demand for payment must be received by us at this office on or before that date by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

¹³ This guarantee must be issued in the Contract currency only.

[As preferred option regarding guarantee rules insert: This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.]

[In the case the issuing bank will not add the preferred option, insert: This guarantee is governed by the law of [insert country of jurisdiction where the bank's branch issuing the guarantee is physically located].

Place, date

Guarantor's authorised signature(s)

Note: All italicised text (including footnotes) is for use in preparing this form and shall be deleted from the final version.