

**German Financial Cooperation with the
Republic of India**

**Project:
Climate Change Adaptation Programme in the
Himalayas, Component III:
Protection of Vulnerable Catchment Areas in Meghalaya**

Request for Proposals

for

Consulting Services for Project Implementation

**Employer:
Meghalaya Basin Development Authority (MBDA)**

JUNE 2023

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

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LETTER OF INVITATION

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

[Meghalaya, Shillong, 7 June 2023]

To,

GITEC IGIP GMBH (Germany)

Dear Mr. /Ms.

1. The government of Meghalaya (hereinafter called "Recipient") has received financing from KfW Development Bank ("KfW") in the form of a *loan and a financial contribution* (hereinafter called [*loan*" or "*grant*"]) toward the cost of the Climate Change Adaptation Programme in the Himalayas, Component III: Protection of Vulnerable Catchment Areas in Meghalaya. The *Meghalaya Basin Development Authority (MBDA)*, acting as the implementing agency of the Recipient and referred to as the "Employer", intends to apply a portion of the proceeds of the loan and grant to eligible payments under the contract for which this Request for Proposals is issued.

Payments by KfW will be made only at the request of the *Employer* and upon approval by KfW, and will be subject, in all respects, to the terms and conditions of the *loan and financing* agreement. No party other than the *Employer* shall derive any rights from the *loan and financing* agreement or have any claims to the proceeds of the *loan and grant*.

2. The Employer now invites **Proposals** to provide the following consulting services (hereinafter called "Services"): Consulting Services for Programme Implementation. More details on the Services are provided in the Terms of Reference (Section VII).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
 1. Deutsche Forstservice GmbH (DFS) & GOPA Worldwide Consultants GmbH
 2. GITEC IGIP GMBH & GITEC India Pvt. Ltd & NABARD Consultancy Services Pvt. Ltd.
 3. GFA Consulting Group GmbH & Unique Land Use
 4. AHT Group GmbH & Intellect Advisory Services Pvt. Ltd
 5. Nippon Koei India Pvt. Ltd & Nippon Koei Company Ltd. & JPS Associates Pvt. Ltd.

It is not permissible to transfer this invitation to any other firm.

4. 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, and in the present document.

5. 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

6. Please inform us by **9th June 2023**, by E-mail kfwmbdaprocurement@gmail.com and matthiaszilken@gmail.com:
- (a) that you have received this Letter of Invitation; and
 - (b) whether you intend to submit a **Proposal** alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under **ITC 14.1.2**).
7. Details on the **Proposal**'s submission date, time and address are provided in **ITC 17.9**.

Yours sincerely,

Shri. Gunanka DB, IFS
Executive Director
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 from those listed in the LOI, in accordance with the method of selection specified in the **Data Sheet**.

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 notwithstanding the representation by KfW in case of an agency contract.
- (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 <http://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 shortlisted 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.

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 (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one Proposal, all such Proposals shall be 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 qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.</p>
Extension of Validity Period	<p>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.</p> <p>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.</p> <p>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.</p>
Substitution of Key Experts at Validity Extension	<p>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.</p> <p>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</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.

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 sent to all shortlisted Consultants 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 shortlisted 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 E/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) and taking into account the remuneration mode as specified in the **Data Sheet**. 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.

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**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

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.

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 shortlisted 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 E/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	<p>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.</p> <p>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.</p>
Technical Negotiations	<p>29.5 The scope of the contract negotiations shall be limited to the following points:</p> <ul style="list-style-type: none"> 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 <p>Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.</p>
Financial Negotiations	<p>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.</p> <p>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.</p>
30. Conclusion of Negotiations	<p>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.</p> <p>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.</p>
31. Award of Contract, Information of Consultants	<p>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.</p> <p>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.</p>

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

A. General	
ITC Clause Reference	
1.1	<p>The name of the Employer is Meghalaya Basin Development Authority (MBDA).</p> <p>The method of selection is quality - cost based selection method attributing 90 % weight to the Technical Proposal and 10 % to the Financial Proposal.</p> <p>The Employer is supported during the selection procedure by Dr. Matthias Zilkens as tender agent.</p>
1.3	The name of the assignment is “Climate Change Adaptation Programme in the Himalayas, Component III: Protection of Vulnerable Catchment Areas in Meghalaya” (Consulting Services for Project Implementation).
1.4	A pre-proposal conference will not be held.
1.5	<p>The Employer will provide the following inputs to facilitate the preparation of the Proposals:</p> <p>Feasibility Study for the Project titled „Protection of Vulnerable Catchment Areas in Meghalaya” (provided separately).</p>
6.	All necessary materials have been provided to all bidders (see 1.5)
B. Preparation of Proposals	
9.1	<p>Proposals shall be accepted in the English language, which shall be the governing language of the Contract.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall be submitted in two envelopes comprising the following documents:</p> <p>Technical Proposal Envelope:</p> <ol style="list-style-type: none"> (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) E/QUAL <p>Financial Proposal Envelope:</p> <ol style="list-style-type: none"> (1) FIN-1 Financial Proposal Submission Form (2) FIN-2 Financial Proposal – Cost Breakdown
11.1	Sub-consultants may participate in more than one Proposal.

11.3	Individuals may not participate in more than one Proposal.
12.1	Proposals shall remain valid for 120 days after the Proposal submission deadline.
13.1	<p>The deadline for clarification requests by Consultants is 14 days prior to the submission date as per Clause 17.9.</p> <p>Clarifications requests shall be addressed to</p> <p>MBDA (kfwmbdaprocurement@gmail.com)</p> <p>and to the tender agent (matthiaszilken@gmail.com)</p>
14.1.3	The estimated total cost of the assignment including taxes amounts to appr. 1.9 million EUR, the net amount is anticipated to amount to approximately 1.6 million EUR.
14.1.4	Not applicable
14.1.5	Not applicable
16.1	<p>The contract period shall be seven (7) years.</p> <p>The Financial Proposal shall be calculated under the assumption that services will be remunerated on a time-based basis.</p> <p>The provisional payment schedule foresees</p> <ul style="list-style-type: none"> • An advance payment • 13 instalments • One final payment (~10% of the contract value) <p>The Bidder shall include a provisional sum of up EUR 20,000 (twenty thousand) for miscellaneous items in the Financial Proposal (e.g., knowledge management, field equipment proposed by the Bidder). However, the use of this sum shall be agreed upon in advance during project implementation, and remuneration of any such items shall be at actual cost against proof of evidence (reimbursable cost).</p> <p>Tenderers shall foresee hiring one office administrator for the whole duration of the Project.</p> <p>The standard number of working days for the purposes of the financial bid shall be five (5). During implementation, the number of working days shall be as per the MBDA which is as per the State Government Calendar (6 days except for 2nd and 4th Saturday which are holidays).</p>
16.2	<p>The following method shall apply to the adjustment of unit prices in foreign currency. The rates shall be fixed for the contract period as per ITC 16.1 or for a period of 24 months whichever is shorter. For services beyond this period, the rates shall be adjusted as follows:</p> $P_n = P_o * (0.15 + 0.85 * I_n / I_o) \quad \text{where,}$ <p>P_n = new revised unit price</p> <p>P_o = original unit price valid at the date of expiry of the Proposal Validity as per ITC 12 or in case of consecutive amendments at the date of expiry of the fixed rate period of the previous amendment</p>

	<p>I_n = new index prevailing one month after expiry of the fixed rate, and which shall be valid for 12 (twelve) month. If no official index is available at this time the latest available index before this date shall be used</p> <p>I_o = original index applicable at the date of the original unit price above.</p> <p>I is defined as the Index of the living costs in Germany as published by the German Federal Statistics Office (Statistisches Bundesamt).</p>
16.3	<p>For the calculation of the Financial Proposal the following provisions regarding taxes and public duties in the Employer's country (only identifiable local taxes and public duties directly attributable to the Contact shall be considered in this context e.g. VAT or withholding tax on revenue or income generated through the Contract) apply:</p> <p>The employer will reimburse or pay:</p> <ul style="list-style-type: none"> • Directly identifiable local taxes and public duties directly attributable to the Contact (e.g. GST, withholding tax). Such local taxes/duties will be reimbursed from the own contribution of the Employer. <p>The employer will NOT reimburse or pay:</p> <ul style="list-style-type: none"> • other local taxes not directly attributable to the Contract • tax liabilities of the Consultant, its sub-contractors and experts outside the employer's country <p>In preparing the financial proposal:</p> <ul style="list-style-type: none"> • Directly identifiable local taxes and public duties directly attributable to the Contact SHALL NOT be included in the remuneration rates and offer price. However, an estimate of these taxes should be provided separately. • Other local taxes not directly attributable to the Contract and tax liabilities of the Consultant, its sub-contractors and experts outside the employer's country SHALL BE included in the remuneration rates and offer price <p>For the sake of clarity, other local 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.</p> <p>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.</p>
16.4	The Financial Proposal shall not state local costs in the Employer's country currency. All prices and costs shall be expressed in EUR.
16.6.4	<p>Out of national budget, the PEA will finance operational, administrative and staff recurrent costs (e.g. staff recruitment and remuneration, per diems, allowances, fuel costs) related to the implementation of the project as well as office space, utilities and security for the SPMU incl. the IC's staff. This includes</p> <ul style="list-style-type: none"> • Internet services (for official communication only) • Office supplies, as required for the period of services
C. Submission, Opening and Evaluation	
17.5	<p>The Consultant shall submit the Proposal as follows:</p> <p>(a) Technical Proposal: one (1) original and two (2) copies, each as hard copy</p>

	<p>(b) Financial Proposal: one (1) original and two (2) copies, each as hard copy.</p> <p>The consultant shall be prepared to submit by email a digital copy of the Technical Proposal only as an unalterable and printable PDF file, on request, after the opening of the hardcopy submissions.</p>																																						
17.9	<p>The deadline for the submission of Proposals shall be 26th July 2023, 4:00 PM IST.</p> <p>The original of the Proposal shall be submitted at the following address:</p> <p>Meghalaya Basin Development Authority MegLIFE office, 2nd Floor, Shalom Building Lower Laichumere Landmark – Behind Golds Gym Shillong -793001, Meghalaya India</p> <p>The following telephone number is provided for courier purposes only. Telephone: (+91) - 0364 - 3510190</p> <p>On-time submission of the original in Shillong, Meghalaya is necessary for inclusion in the evaluation process.</p>																																						
19.1	<p>The opening of the Proposals will take place 26th July 2023, 4:30 PM IST.</p> <p>Address: As indicated in 17.9 or through a virtual meeting (link will be shared on time before opening).</p>																																						
19.2	<p>The Employer's evaluation committee is composed of</p> <ol style="list-style-type: none"> 1. Officials from MBDA 2. Tender agent 																																						
21.1	<p>The technical evaluation shall be carried based on the following criteria and point system. No additional criteria or sub-criterion than those indicated in the RFP shall be used for the evaluation of the Technical Proposal.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">1.</td> <td style="width: 75%;">Concept and methodology</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">35</td> </tr> <tr> <td>1.1</td> <td>Clarity and completeness of the tender</td> <td style="text-align: center;">2.5</td> <td></td> </tr> <tr> <td>1.2</td> <td>Critical analysis of the project objectives and the Terms of Reference (TOR)</td> <td style="text-align: center;">5</td> <td></td> </tr> <tr> <td>1.3</td> <td>Proposed concepts and methods <i>Including approach to Support in ESHS Compliance of the Project</i></td> <td style="text-align: center;">27.5 9</td> <td></td> </tr> <tr> <td>2.</td> <td>Qualifications of proposed staff</td> <td></td> <td style="text-align: center;">65</td> </tr> <tr> <td>2.1</td> <td>Team leader / project manager</td> <td style="text-align: center;">20</td> <td></td> </tr> <tr> <td>2.2</td> <td>Deputy Team Leader</td> <td style="text-align: center;">16</td> <td></td> </tr> <tr> <td>2.3</td> <td>Social and environmental safeguards expert (international)</td> <td style="text-align: center;">4</td> <td></td> </tr> <tr> <td>2.4</td> <td>Social and environmental safeguards expert (national)</td> <td style="text-align: center;">3</td> <td></td> </tr> </table>			1.	Concept and methodology		35	1.1	Clarity and completeness of the tender	2.5		1.2	Critical analysis of the project objectives and the Terms of Reference (TOR)	5		1.3	Proposed concepts and methods <i>Including approach to Support in ESHS Compliance of the Project</i>	27.5 9		2.	Qualifications of proposed staff		65	2.1	Team leader / project manager	20		2.2	Deputy Team Leader	16		2.3	Social and environmental safeguards expert (international)	4		2.4	Social and environmental safeguards expert (national)	3	
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	2.5	NRM Expert	6	
	2.6	Finance and procurement expert	4	
	2.7	Pool of experts	7	
	2.8	Personnel in the home office who will monitor and control the team, and provide back-up services	5	
	Total (maximum)			100
	Minimum ESHS score required		11	
	(70% of sum of ESHS sub-criteria included in 1.3, 2.3 and 2.4)			
	Proposals below the minimum ESHS score will be rejected.			
25.1	Not applicable			
26.1	<p>The weights given to the Technical (T) and Financial (F) Proposals are as follows: $W_T = 90\%$, and $W_F = 10\%$</p> <p>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)</p> <p>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.</p> <p>and the overall score is calculated as: $P = PF + PT$.</p>			
	D. Negotiations and Award			
31.2.	The expected commencement date of the assignment is to be discussed at the time of contracting the winning bidder, dependent on completion of the necessary agreements and with reference to restrictions in relation to the COVID-19 pandemic.			

Section III. Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	<i>Page Limit</i>
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	1 for representative of lead member, 1 per any other JV member
TECH-1	Technical Proposal Submission Form. If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	2
TECH-2	Declaration of Undertaking	3 per JV member
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	3
TECH-3A	A. On the Terms of Reference	2
TECH-3B	B. On the Counterpart Staff and Facilities	1
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	25 (without Annexes)
TECH-5	Work Schedule (Tasks and Activities Bar Chart)	2
TECH-6	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)	2 (schedule, contingently in A3 format); max. 3 per NKE CV
E/QUAL	Continued Eligibility and Qualification	1 per JV member

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 29.

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 recognize 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, reorganization 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 organization, money laundering, terrorist-related offences, child labor 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 1 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 a condition of participation in the Tender.

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, Plant, Goods 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.

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 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 agent 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.

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.

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:

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.

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 as a service provider (short-term expert) for KfW Group;
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))

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 as a short-term expert for KfW Group;
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	[e.g., Task #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Employer]													
T-2	[e.g., Task #2:.....]													
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)

N°	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	<i>[e.g., Mr/Mrs. A]</i>	<i>[e.g., Team Leader]</i>	Home Field															
K-2																		
K-3																		
n																		
															Subtotal:			
OTHER EXPERTS																		
E-1			<i>[Home]</i> <i>[Field]</i>															
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>	

FORM E/QUAL
CONTINUED ELIGIBILITY AND QUALIFICATION

Name of Consultant
Name of the JV Member (if applicable)

[Insert one of the two options, as applicable:]

“We hereby certify that none of the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification.”

or,

“We hereby certify that the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification. The changes are provided in the attached form(s):”]

[Mark the form(s), containing changes in the eligibility and qualification information and attach the form(s) including the actual information and data to the Proposal.]

- Declaration on Conflict of Interest and of Submitting a Proposal
- Declaration of Association
- Financial Capacity Statement
- Project Experience
- List of Available Personnel and Human Resource Capacity

Section IV. Financial Proposal - Standard Forms

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 EUR
Total Time based services w/o options <i>[list services included in package as per Data Sheet clause 16.1.and TOR]</i>	

Optional Services, Alternative Proposal

[In case of services to be offered on an optional basis as per TOR the Consultant shall use the same cost breakdown structure shown above and below. The same applies if the Consultant wishes to propose an alternative proposal.]

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

Time Based Services (as per **Data Sheet** clause 16.1.and TOR)

SUMMARY	Sum in EUR
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	
Total – Fees, transport and logistics	
8. - Equipment cost	
9. - Miscellaneous cost	
Total – Other cost	
Total Package B – Time Based Services	

Detailed Cost Calculation for Time based Services

1. Foreign Staff Cost		Unit	No.	Unit Rate (EUR)	Amount (EUR)
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					
8. Equipment					
8.1. Office equipment		...	...
8.2 Project vehicles					
8.2 Other. equip. to be handed over/consumed		...	...
Sub-Total Total Equipment					
9. Miscellaneous Items					
9.1 Other miscellaneous items/services		...	...
9.2 Contingencies		...	...
Sub-Total Total Miscellaneous items/services					

* To be submitted separately for each package. It shall not be used as basis for payment of lump sum services. Otherwise see explanation in the Summary Overview sheet

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

Important note: Each sub-item contained in items 3 to 7 shall be offered as lump-sum item specified in the respective unit according to the Detailed Cost Calculation sheet. In case of lump sum packages the rates presented here shall only be used to demonstrate the basis for calculation of services and, if needed, for payments of possible additional services. In case of time-based packages, the relevant lump sum unit rates shall be used for payments according to the actual quantities.

The Financial Proposal shall be structured as detailed in Form FIN 2 above and be calculated inclusive of all ancillary cost as detailed below.

Item 1 & 2 - Staff Cost

These items shall include international and local/regional staff monthly home office rate, 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 home office 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 home office 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 round 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 g) 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.

Item 8 – Equipment Cost

Unless otherwise specified all equipment purchased under this item shall be handed over to the Employer upon completion of the services taking into account normal wear and tear under the operational conditions of the project.

In case Equipment Cost items are not specified explicitly in ITC 16.1 or the TOR the following applies:

The Financial Proposal shall include procurement of all office and work equipment like vehicles (other than leased/ rented or owned by the Consultant), furniture, appliances, survey, measuring and test instruments etc., which the Consultant deems necessary for the execution of the project. In this case the respective cost will be reimbursed upon presentation of documentary evidence in the currency as occurred or in the project currency at the exchange rate of the invoice date. No handling charges will be accepted.

Note: Procurement of goods and services for the project implementation through a disposition fund or otherwise has to be managed and controlled through inclusion of qualified and adequate staff in the team.

Item 9 - Miscellaneous Cost

This item shall include all expenses and cost items that might not be covered by the above categories but are considered required in this assignment. The following examples may fall under miscellaneous cost:

- acquisition of town maps, aerial photographs, satellite images
- rental of project equipment (e.g., for geophysical surveys)
- topographical and soil surveys for sites and pipeline alignments
- workshop / factory inspection cost
- study tours for counterpart personnel
- preparation and management of workshops and seminars
- training measures or any other special services executed by third parties
- contingency funds or other provisional sums for services or expenses deemed necessary.

In case Miscellaneous Cost items are not specified explicitly in ITC 16.1 or the TOR the following applies:

The Consultant shall include in its Financial Proposal such items considered necessary for the fulfillment of the requirements of the TOR. In this case the respective cost will be reimbursed upon presentation of documentary evidence in the currency as occurred or in the project currency at the exchange rate of the invoice date. No handling charges will be accepted.

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 misprocurement 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 labor standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labor Organization⁶ (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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(Annexes 4 and 5 are provided separately)

List of Abbreviations

ADC	Autonomous District Council
ADB	Asian Development Bank
APD	Additional Project Directors
BMZ	German Federal Ministry for Economic Cooperation and Development
C&RD	Community and Rural Development
CAP	Catchment Area Plans
CCO	Consultant's Certified Opinion
CEPF	Community Engagement and Planning Framework
CFO	Chief Financial Officer
CLLMP	Community-led Landscapes Management Project
cm	Centimeter
CMU	Catchment Management Unit
COM	Community Operations Manual
CPM	Chief Project Manager
CV	Curriculum vitae
DEA	Department of Economic Affairs (Ministry of Finance)
DoA	Department of Agriculture, GoM
e.g.	For example
E&S	Environmental and Social
EKH	East Khasi Hills
ESCP	Environmental and Social Commitment Plan
ESMF	Environmental and Social Management Framework
ESHS	Environmental, Social Health and Safety
ESIA	Environmental and social impact assessment
EUR	Euro
FC	Financial Cooperation
FED	Forest and Environment Department, GoM
FPIC	Free, Prior and Informed Consent
GC	Governing Council
GIS	Geographic information system
Gol	Government of India
GoM	Government of Meghalaya
GRM	Grievance redress mechanism
GSWSP	Greater Shillong Water Supply Project
HR	Human Resource
IBDLP	Integrated Basin Development and Livelihood Programme
IC	Implementation consultant
ICB	International competitive bidding
ICIMOD	International Centre for Integrated Mountain Development
ICRAF	World Agroforestry Centre
ICT	Information and communication technology
IFAD	International Fund for Agricultural Development
IFC	International Finance Corporation
INR	Institute of Natural Resources
IR	Inception Report
IWMP	Integrated Watershed Management Programme
JICA	Japan International Cooperation Agency
KfW	German Development Bank

km	Kilometre
M&E	Monitoring and Evaluation
MBDA	Meghalaya Basin Development Authority
MeghaLAMP	Meghalaya Livelihood and Access to Markets Project
MRE	Monitoring, reporting and evaluation
MWP	Micro-Watershed Plan
NERCORMP	North Eastern Region Community Resource Management Project
NGO	Non-governmental organization
NRLM	National Rural Livelihood Mission
NRM	Natural Resource Management
NTFP	Non-timber forest product
O&M	Operation and Maintenance
PD	Project Director
PEA	Project Executing Agency
PES	Payment for Environment Services
PHED	Public Health Engineering Department
PMU	Project Management Unit
POM	Project operational manual
REDD+	Reducing Emissions from Deforestation and Forest Degradation and the Role of Conservation, Sustainable Management of Forests and Enhancement of Forest Carbon Stocks in Developing Countries
RMMV	Remote Management, Monitoring and Verification
S&WCD	Soil and Water Conservation Department, GoM
SALT	Sloping Agriculture Land Technology
SPMU	State Project Management Unit
T&C	Training and capacity building
TNA	Training Needs Assessment
ToR	Terms of Reference
TWSS	Tura Water Supply Scheme
VEC	Village Executive Council
VIC	Village implementation council
WB ESS	World Bank Environmental and Social Safeguards
WDPSCA	Watershed Development Project in Shifting Cultivation Areas
WGH	West Garo Hills
WMU	Watershed management unit
WRD	Water Resource Department

List of Definitions

Besides the definitions as listed in the General Conditions of the relevant FIDIC Conditions of Contract additionally the definitions below are applicable. Capitalised terms used in the Guidelines have the meaning ascribed to them in this Section

Appendix	Appendix to these Guidelines.
Applicant	Person who submitted an Application in a Pre-Qualification Phase of a Tender Process.
Application	Set of documents submitted by an Applicant in order to prove eligibility and qualification to perform the Contract.
Award of Contract	Legally binding signing of the Contract by the PEA and the Contractor or submission of a letter of formal acceptance of an Offer by the PEA, whichever is first.
Bid	Set of documents submitted by a Bidder in order to participate in a Tender Process for procurement of Non-Consulting Services, Works, Goods and Plant.
Bidder	Person who submitted an Offer in a Tender Process.
Consulting Services	Services of an advisory/professional nature, including in particular the provision of expert/strategic advice, management services, coaching, policy development, implementation and communication services as well as advisory and project-related services, e.g. feasibility studies, project management, engineering services, supervision of construction, finance and accounting services, as well as training and organisational development.
Funding Agreement	Agreement between (a) KfW and a borrower (in the case of a loan) or (b) KfW and a recipient (in the case of a grant), setting out the terms and conditions pursuant to which funding is made available by KfW.
Guidelines	KfW's Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries.
Invitation to Bid ("ITB")	Set of documents inviting prequalified Applicants, interested or preselected Persons, as the case may be, to submit a Bid.
Joint Venture ("JV")	Joint Venture (JV) means an association with or without a legal personality distinct from that of its members, of more than one Person 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 PEA for the performance of the Contract.
Key Expert	A single individual professional whose skills, qualifications and expertise are critical to the performance of the Contract and whose CV is taken into account during the evaluation.

KfW Competence Centre for Environmental and Social Sustainability (KCUS)	It provides services in the field of environmental and social sustainability for KfW. This includes inter alia the appraisal, implementation and monitoring of environmental and social sustainability in KfW Projects.
KfW Competence Centre for Climate and Energy	It provides the services in the field of climate and energy for KfW.
Mandate	KfW may be given a Mandate to carry out project funding with financial means of a mandator (e.g. European Union) based on a mandate agreement.
Non-Consulting Services	Services which are not Consulting Services. Non-Consulting Services are normally bid and contracted on the basis of performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied, e.g. topographical and geotechnical surveys, soil investigations, aerial surveys and remote sensing, drilling, aerial photography, satellite imagery, mapping and similar operations, transport and distribution of Goods.
Offer	General term for Proposals and Bids.
Partner Country	Country of the PEA, in which the KfW financed Project/ Programme is implemented.
Person	Any natural or legal person or an association of two or more of the foregoing.
Prequalification	First stage of a Two-Stage Selection to identify a number of eligible and qualified Applicants, who will then be invited to submit an Offer.
Procurement Plan	Document defined in Article 1.6.2 and set up by the PEA listing all Tender Processes for Contracts financed by KfW including key procurement related information.
Project Executing Agency (“PEA”)	Entity in charge of implementing a Project, which directly or indirectly receives funds made available under the Funding Agreement.
Project Implementation Unit (PIU)	PEA’s team in charge of implementing a Project, consisting of sector specific experts and commercial expert.
Proposal	Set of documents submitted by Bidders in order to participate in a Tender Process for procurement of Consulting Services.
Public Procurement Regulation	Law or legal regulation established by the state of the PEA for the public procurement of Consulting Services, Works, Goods, Plant, or Non-Consulting Services in the Partner Country.
Punch List	List of Deficiencies
Request for Application (“RfA”)	Set of documents inviting potential Applicants to submit their evidence of qualification to perform the Contract.

Request for Proposal (“RfP”)	Set of documents inviting prequalified Applicants, interested or preselected Persons, as the case may be, to submit a Proposal.
Single-Stage Selection	Tender Process in which Persons submit their evidence of qualification together with their technical and financial Offer.
Tender Document(s)	RfA, ITB and RfP, including Draft Contract as well as any clarification or amendment thereof during the Tender Process.
Tender Procedure	Type of procedure (e.g. ICB, NCB, LCB Direct Award) undertaken to approach Persons for the procurement of Consulting Services, Works, Goods, Plant, or Non-Consulting Services.
Tender Process	Process carried out to procure Consulting Services, Works, Goods, Plant or Non-Consulting Services, starting with the publication of a tender notice/invitation to submit an Offer, as the case may be, and ending with Award of Contract or cancelation of a Tender Process.
Terms of Reference (“ToR”)	Description of the objectives, Scope of Work, activities, and tasks to be performed, respective responsibilities of the PEA and the Contractor, and expected results and deliverables of a Consulting Services Contract.
Two-Stage Selection	Tender Process which is divided into two consecutive stages with an upstream Prequalification.

1. Background

1. The German and the Meghalaya governments intend to enter into an agreement to implement the Project “Protection of Vulnerable Catchment Areas in Meghalaya” financed by two financial commitments (BMZ Nos. 2015 67 643 and 2015 67 650). The Project shall be delivered within the framework of German Financial Cooperation (FC), financed through KfW (German Development Bank). A Feasibility Study (see Annex 4) and E&S scoping study for the Project titled „Protection of Vulnerable Catchment Areas in Meghalaya” were completed in September and August 2020, respectively. The appraisal mission by KfW and Meghalaya Basin Development Authority (MBDA) took place in October/November 2021.
2. The Project is the third component of the FC-Programme “Climate Change Adaptation in the Himalaya”. The purpose of the Programme is the introduction of sustainable, climate-adapted and participatory management natural resources in selected Indian states in the catchment area of the Himalayas. The focus within the natural resources is on the forest sector. The Project thus contributes to the achievement of the Programme objective, which is to improve the natural resource base, to minimize the risks of climate change and to increase productivity and incomes in rural areas through public and private sector investments in natural resources management. In line with this KfW will support the Government of Meghalaya in designing and financing a project in selected landscapes in Meghalaya for improved management and conservation of watersheds and biodiversity, while supporting forest dependent communities with respect to livelihood improvement.
3. The Project Executing Agency (PEA) will be the Meghalaya Basin Development Authority (MBDA). MBDA will be supported by various line departments like Soil and Water Conservation Department (S&WCD), Forest Department (FED), Institute of Natural Resources, Meghalaya (INR), Public Health and Engineering Department (PHED) and Department of Agriculture (DoA). The Project will be managed at three levels - state level, catchment level and village level. In order to streamline project implementation, the PMUs at state and catchment levels will be staffed by core MBDA and S&WCD personnel. MBDA will provide all Project management support as well as collaborate and coordinate with various line departments for Project implementation. The State Project Management Unit (SPMU) for the project will be established in Shillong as a separate unit and housed within the premises of MBDA.
4. The estimated overall Project budget amounts to EUR 41 million, 33 million of which are German FC loan and grant contribution; EUR 8 million will be financed by the Meghalaya Government.
5. Part of the funds earmarked for the Project will be used to contract an Implementation Consultant (IC) to support the PEA in Project implementation. The anticipated IC budget including taxes amounts to appr. 1.9 million EUR, the net amount is anticipated to amount to approximately 1.6 million EUR. All the services of the Consultant described in the following shall be performed in close coordination and cooperation with the PEA and KfW. It has been attempted to outline the Consultant's tasks during execution of their services as precisely as possible. However, the Consultant shall bear in mind that the list of tasks and activities can by no means be considered a complete and exhaustive description of the Consultant's duties. It is rather the Consultant's responsibility, in cooperation with PEA and KfW, to verify critically the scope of services indicated and adapt their implementation concept accordingly wherever it is deemed necessary according to the Tenderer's own professional judgement and the knowledge acquired during preparation of his proposal. In case the Tenderer considers indispensably necessary to amend the scope of his services, the Tenderer shall offer these services in their technical and financial proposal as optional. For changes to become effective, they will require the approval of the PEA and KfW's no objection and will need to be incorporated in the consultant contract.
6. During the Consultant's assignment other consultants and advisors may provide services to them as sub-contractors for this Project. It is the duty of the Consultant to coordinate their activities with the operation of others relevant to the Project. It is to be ensured that the proposed standards, systems, methods, etc. are compatible as much as possible and to avoid duplication of effort.
7. Project implementation (contract) period shall be seven years, divided into a one-year “Inception Phase”, a five-year “Implementation Phase” (Detailed Design, Construction, and Commissioning; may include parts of Defects Liability Periods for infrastructure) and a one-year “Consolidation and Maintenance Phase” (may include parts of Defects Liability Periods for infrastructure). **Duration of phases is indicative** and is suggested in ToR for orientation purposes and budget estimates. The Tenderers are free to propose their own duration of phases as well as any team input-wise concentration of consultant services during the whole project duration. In any case, such proposals and in particular deviations from the ToR should be well grounded in the proposal.

2. Project context

8. The Government of Meghalaya has identified Umiew Catchment in East Khasi Hills (EKH) district and Ganol Catchment in West Garo Hills (WGH) district as wider Project Area. Watersheds in these districts supply water to the two most populated cities of Meghalaya i.e., Shillong and Tura respectively.



Figure 1: Meghalaya Administrative Divisions 2011

(source: <https://vist.in/map/17.html>, retrieved 12/08/2022)

2.1 Characteristics of the Project Area

9. Extreme weather events, such as floods and droughts, or the melting of glaciers in the Himalayas threaten the forest ecosystems in the region. While the forest cover rate in all of India is only about 21%, in Meghalaya it is 76%.
10. In recent years, the forest cover as such and particularly the quality of the forest has rapidly decreased. Unsustainable forest management, deforestation and forest fires lead to a loss of flora in the affected areas. Degraded forest areas are less able to absorb rainwater. Conversely, this leads to soil loss and the silting up of rivers and streams, and affects the mostly poor, rural population who are highly dependent on agriculture and rain-fed irrigation.
11. Chemical fertilizers are already being used to compensate for crop losses. In addition to other factors such as climate change, such measures increase the pressure on already damaged ecosystems. Furthermore, the cultivation method of bun cultivation (a less sustainable form of field cultivation), which is particularly prevalent in the Umiew region, leads to soil erosion. Jhum cultivation (a form of shifting cultivation with short, intensive use of the fields), which is practiced in the Ganol catchment area, is also putting pressure on soils and ecosystems due to the shortening cultivation cycles due to population growth and scarcity of land.
12. Besides forest degradation and unsustainable agricultural practices, mining is also a major cause for soil erosion in the Project area.
13. Meghalaya is particularly affected by climatic changes. The effects range from changes in biodiversity and reduced functionality of the ecosystem to natural disasters such as droughts, floods or landslides. A growing population and the destruction of biodiversity and natural resources are the key factors that make Meghalaya, like other states in north-eastern India, particularly vulnerable to climate change.
14. This situation is exacerbated by land degradation and deforestation, as well as poor socio-economic support mechanisms and sensitive sources of income. The project areas in the Umiew and Ganol water catchment area are particularly vulnerable due to their socio-economic structure: 70-80% of the population living there depend on agriculture as the main source of income. Most of the agricultural land is rainfed. A

change in precipitation patterns, with expected more frequent wet spells/heavy rains and resulting flash floods, can lead to massive harvest losses for farmers. In addition, it is expected that Meghalaya will experience higher temperatures as well as more frequent drought years in the coming years than in recent decades. This will also affect the yields and income opportunities of the residents.

15. In addition, the degradation of the forest areas and the associated increasing soil erosion have a negative impact on the water supply of the target group. Rivers and streams dry up faster or are polluted due to poor soil quality.
16. Meghalaya is heavily dependent on springs and groundwater with nearly all 6800+ villages accessing spring water for household and irrigation use either directly from a spring or indirectly via spring- or groundwater-fed streams. Despite having high rainfall, water scarcity is perceived as a worsening problem in all areas. Water demand is on the rise and supply is declining due to changing climate and land use including increased diversion, pumping and groundwater exploitation, pollution of surface and ground waters, and degradation of natural recharge or catchment areas – mainly deforestation associated with small-scale mining of quarry stone, lime, coal and river sand, and loss of forest cover from tree cutting, fuel wood collection, anthropogenic fire, and rotational agriculture.
17. During monsoon season, the Project area faces high intensity torrential rains and flash floods, which cause heavy damage to the agriculture, fisheries, forestry and other forms of livelihoods. However, during winter entire Meghalaya faces acute shortage of water.
18. Political responsibilities in Meghalaya are under the Government, the Autonomous District Councils (ADCs) and the respective indigenous/traditional institutions. The state belongs to the "Scheduled and Tribal Areas" and thus has the right to the Establishment of ADCs. The administration of the ADCs follows a democratic orientation and is important for the organization of community life as well as for different decision-making processes.
19. Traditional institutions, such as village councils, play an overarching role, especially at the village level. The village leadership represents the village community and represents them in negotiations. The involvement of village councils in planning activities is a prerequisite for sustainable project implementation.
20. Traditional institutions and ADCs control about 88% of the forest in Meghalaya. They have decisive influence on decision-making in relation to forests and natural resources in the state. The authority and strength of the institutions determine the effectiveness of forest management and NRM. Overall, it can be observed that traditional institutions are gradually losing influence, especially in terms of forests and natural resources. Occasionally, an appropriation of community and indigenous rights by local elites can be witnessed; as a result, conflicts increase, and forests are cut down without legal consequences.

2.2 The intervention area

21. Shillong and Tura are the two largest towns of Khasi Hills and Garo Hills region of Meghalaya, respectively. Umiew catchment supplies water to Shillong Urban Agglomeration through Greater Shillong Water Supply Project (GSWSP) while Ganol catchment supplies water to Tura Urban Agglomeration through Tura (Ganol River) Water Supply Scheme (TWSS).
22. Umiew catchment consists of 13 micro-watersheds with 33 spring-sheds serving 106 villages out of which 71 villages will form part of the project as other villages have already been covered under Meghalaya Community Led Landscape Management Project supported by the World Bank. Five C&RD blocks covered under the project are: Laitkroh (33 villages), Mawkynrew (1 village), Mawphlang (11 villages), Mawryngkneng (9 villages), Myllem (17 villages).

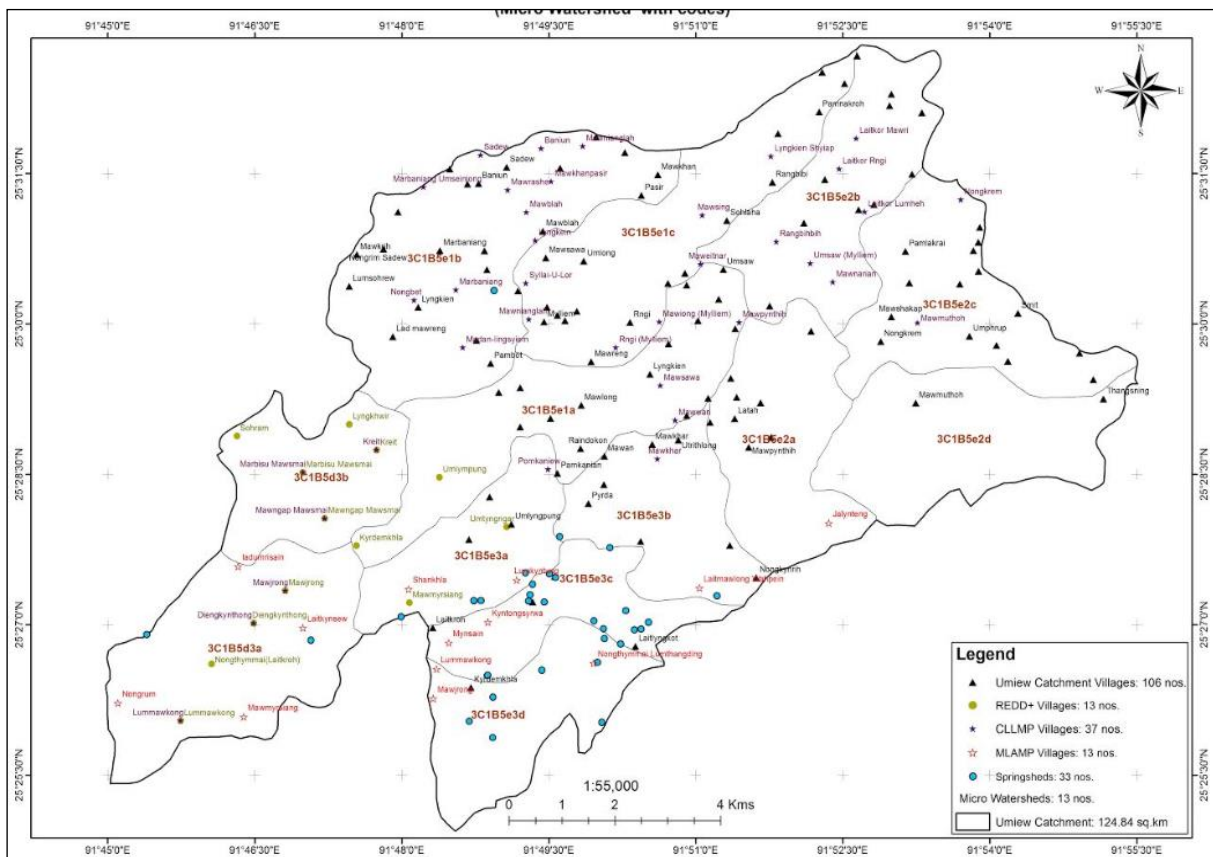


Figure 2: Umiew Catchment micro-watersheds

(source: Detailed Project Report, MBDA 2022)

23. The Umiew catchment lies in EKH (East Khasi Hills) District. The total geographical area of EKH districts is 2,74,784 ha. The district has 975 villages (923 are inhabited) and 13 towns with a population of 8,25,922 persons. Urban population consist of 44.37% of the total population. As per 2011 Census, the level of rural and urban poverty in the district stands at 46.74% and 10% of the total rural and urban population respectively.
24. The cultivable waste land and fallow lands in the district are to the order of 4786 ha and 5998 ha respectively. About 90% of cultivable wasteland is rainfed which can also be brought under cultivation/plantation by taking up suitable land development measures. The rainfall in the district ranges from 800 cm to 1200 cm. The major rivers in the district are Umngot, Umkhen and Umtrew which are the major sources for irrigation.
25. Agriculture is the major economic activity of the district with 70% of the population engaged in agriculture. Other predominant economic activities in the district are piggery, poultry and fish farming. Cropping pattern reveals that more than 18% of the gross cropped area is under food grains and remaining under plantation and horticultural crops such as ginger, orange, lemon, plum, pear, peach, banana, areca-nut and local indigenous fruits.
26. The greater Ganol catchment has 125 villages in three C&RD blocks viz., Betasing, Rongram and Selsella. Ganol catchment consist of 63 micro-watersheds. However, the project will treat 26 micro-watersheds covering 35 villages with 238 springs mostly in the upper catchment which supplies water to the Tura town.

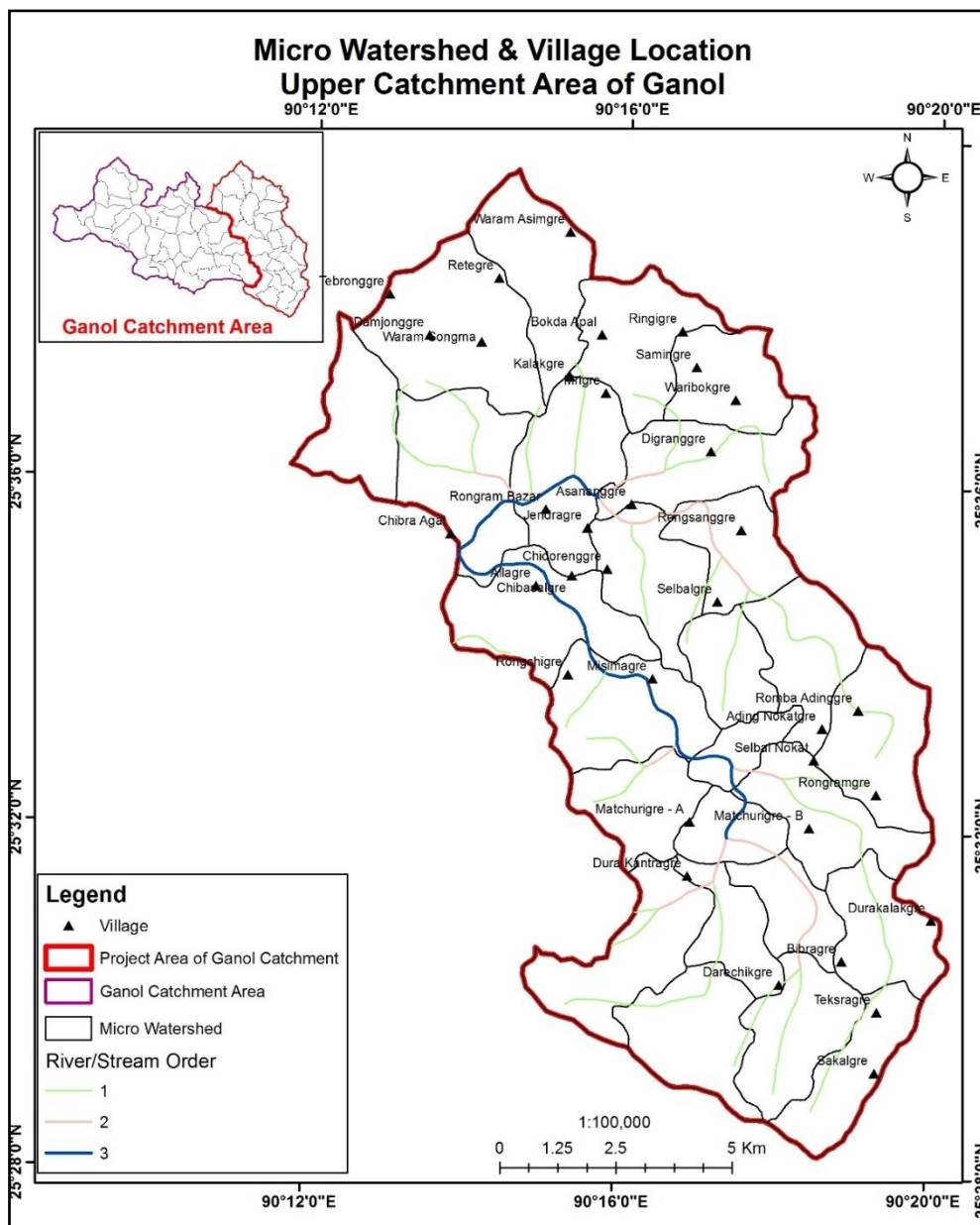


Figure 3: Ganol Catchment micro-watersheds

(source: Detailed Project Report, MBDA 2022)

27. Ganol catchment is situated in West Garo Hills District which is one of the largest districts of Meghalaya located in the western part of the State. The total geographical area is 2,85,500 ha. The population of the district is 4,70,796
28. Agriculture is the major economic activity of the district with 70% of the population engaged in agriculture. Other predominant economic activities in the district are horticulture plantation, rubber plantation and livestock activities. Paddy is the major food crop grown in the district while the important commercial crops are fruits and plantation (ginger, cashew nut, orange, pineapple, jackfruit, areca nut, black pepper etc.). Oilseeds, vegetables, jute, maize, pulses are also grown in the district.

2.3 Important State policies and other initiatives

29. In view of increasing water scarcity, Meghalaya became the first Indian State to adopt an official water policy in 2019. The Water Policy aims to achieve sustainable development, management and use of water resources with the participation of the population. This shall not only improve people's health and livelihoods, but also reduce their vulnerability to climate change. The focus here is, among others, on forest and soil protection, rainwater harvesting, the implementation of environmentally friendly agricultural practices, particularly in the Umiew Catchment (EKH) and Ganol Catchment (WGH), as these provide the water supply for the two most populous cities, Shillong and Tura.

30. Furthermore, there has been the Protection of Critical Catchment Areas Act in India since 1990, under which water catchment areas can be classified as critical. The Umiew and Ganol watersheds are not yet included. The project aims to support the Meghalaya government in developing the necessary milestones to achieve this classification. However, the project measures are independent of this and can also be successfully implemented if the corresponding water catchment areas are not classified as critical.
31. It is characteristic of the region as a whole that traditional rights of use are mostly tolerated by the forest administrations but have not yet been legally secured and were therefore de facto partly illegal. The passing of the "Recognition of Forest Rights Bill" in 2006 brought about an improvement here, according to which individual households can be assigned forest use rights to a limited extent (up to 5 ha per household). In Meghalaya, only around 5% is of the forest area managed by the State Forest Department, the remaining area is managed privately or collectively, with much of it assigned to traditional institutions.
32. Important initiatives and project in Meghalaya are, among others:

Table 1: Recent/ current projects in the project area

Development Partner	Project	Potentials for cooperation
IFAD	Megha-LAMP (Meghalaya Livelihood and Access to Markets Project)	Exchange of information and coordination of project activities
Government of Meghalaya	Meghalaya Integrated Basin Development and Livelihood Promotion Programme (IBDLP)	Synergies with the IBDLP can be created with regard to design of project measures in a participatory manner and to strengthening of institutions.
World Bank	Meghalaya Community-led Landscapes Management Project (CLLMP)	Exchange of information on planned project activities. In particular, the planned training sessions for the project target group can benefit from capacity building activities of the World Bank project.
JICA	Community-Based Forest Management and Livelihoods Improvement in Meghalaya	Exchange of information on planned project activities. The JICA project has the same PEA as the FC project, so that experiences can be used.
<p>Other Projects</p> <p>In addition to the projects listed above, which may have a direct influence on the FC project, there is a multitude of other projects in Meghalaya potentially to cooperate with. These include, i.a.</p> <ul style="list-style-type: none"> • Sustainable Land Management Project (financed through KfW) • Greater Shillong Water Supply Project (GSWSP) • Tura Water Supply Scheme (TWSS) • Integrated Watershed Management Programme (IWMP) • North Eastern Region Community Resource Management Project (NERCORMP) • National Rural Livelihood Mission (NRLM) • The Khasi Hills Community REDD+ Project Restoring and Conserving Meghalaya's Hills Forests through Community Action • Livelihoods Improvement Project in the Himalayas (IFAD) • Biomonitoring of Important Rivers in Meghalaya Integrated Wasteland Development Programme (IWDP) • Cherrapunjee Ecological Project-Restoration of Degraded Lands under Sohra Plateau • Watershed Development Project in Shifting Cultivation Areas (WDPSCA) 		

3. The Project

3.1 Project objectives, outputs, indicators and activities

33. The overall objective of the FC programme with its different components reads: Investments in sustainable community forestry models improve natural resources, minimize climate-related risks and increase rural productivity and income for the local population. The proposed measure shall serve to improve rehabilitation, protection, and sustainable use of forest, their productivity and water resources as well as to develop and strengthen the resilience of forests and vulnerable population against climate change.
34. The Project outcome is agreed as: Climate resilience of treated ecosystems and of the communities in the selected project areas is improved.
35. The following outputs (1-4) and respective activities to be financed under the Project are envisaged:

1. Knowledge-based participatory planning and implementation and capacity building (representing 3.2% of financial outlay).

The purpose is to raise awareness and build the capacities of local communities within the catchment towards watershed management. This includes development of tools, platforms and approaches for outreach and capacity building in collaboration with expert agencies.

Activities include, among others:

- Micro-watershed planning (MWP)
- Knowledge management and communication (development of KM strategy, Project website development and maintenance, printing and publication, video and radio broadcasts, case studies and documentation of traditional knowledge, best practices and lessons, translation of documents in local languages, thematic studies, communication and outreach)
- Training and capacity building (T&C) with the help of village facilitators and through support to traditional institutions/forest custodians/landowners/village representatives; exposure visits, seminars and community contests and awards

2. Forest and other ecosystems of the selected catchment areas are enhanced (representing 58.9% of financial outlay).

The purpose is to increase green cover for improving water regime, stabilizing slopes and drainage lines, linking of fragmented forests and improving biodiversity in the catchment on lands that are exposed and vulnerable to climate change through participative micro-planning approaches and innovative financing models (Payment for environmental services (PES); contest & award system (Participatory Financial Approach).

Activities include, among others:

- Forestry protection, plantation and maintenance (forest protection & conservation of existing natural forests, enhancement & enrichment planting: silvi-pasture on grasslands, riverbank plantations, forest fire management, mass awareness and education programme, community nurseries)
- Soil and water conservation measures incl. drainage line (erosion gully) treatment
- Medicinal and aromatic plants and grasses promotion
- Spring-shed development
- Water, Silt & Weather Monitoring Stations (setup and maintenance)
- Training and Capacity Building (training on MWP, community nurseries and forest management, soil and water conservation measures, fire management, water, weather and silt monitoring)

3. Livelihoods of the vulnerable communities in the catchment areas improve (representing 13.4% of financial outlay).

The purpose of this output is to enhance income and livelihoods of the communities through horticulture agroforestry and Sloping Agriculture Land Technologies (SALT). Water harvesting structure units will be developed to ensure water security of the dependent villages

Activities include, among others:

- Preparation of community livelihood plans through community consultation
- Planning and rehabilitation/construction of water harvesting and storage infrastructure (ponds, rainwater harvesting structures, sub-surface dams, primary and secondary irrigation infrastructure for improved water use efficiency)
- Training and investment for SALT

4. Adoption of best-practice project management (representing 17.2% of financial outlay).

Activities include, among others:

- Establishment of SPMU, CMUs, watershed management units (WMUs) and village implementation councils (VICs), and recruitment of professional staff in time as per the HR plan
- Development and implementation of comprehensive M&E system
- Social audit
- Preparation of Environmental and Social Management Framework (ESMF) and Community Engagement and Planning Framework (CEPF), establishment of grievance redress mechanism (GRM)
- Set-up of administrative, fiduciary and procurement systems acceptable to KfW
- Regular progress reporting

36. The provisional results framework matrix is presented in Annex 3.

37. The Project emphasises sustainability in a way that project activities and maintenance of assets created under the project are carried out beyond the project period and the funds are made available for the same. It is therefore proposed to

- establish a Payment for Environmental Services (PES) system as well as introduce a contest and awards approach for incentivising community/stakeholder engagement
- set up a dedicated Operations and Maintenance Fund (O&M Fund) to cater for institutional and operational needs beyond the project period
- strengthen various levels of water resources councils/management units by building strong linkages between them and gradually handing over the project management to these councils/units during exit stage.

3.2 The target groups

38. The target groups of the Project are the communities from 71 villages in the 13 micro- watersheds in Umiew catchment and 35 villages from 26 micro-watersheds in Ganol catchment in Meghalaya. As there are substantially more villages in Umiew catchment per watershed a targeted approach to the different cultural and social situations may be elaborated for stakeholder engagement.

3.3 Partner institutions and implementing entities

39. The following is an overview of institutions involved in the project and their roles and responsibilities.
40. Project Governing Council: A Governing Council (GC), headed by the senior most official of Government of Meghalaya, will be established exclusively for the project. It will consist of representatives from SPMU and relevant institutional stakeholders (i.e., S&WCD, WRD, PHED, FED, DoA, District representative and ADCs). The main responsibility of the Governing Council is to review and monitor the physical and financial project progress against the annual plans. It will review the functioning of the SPMU, and any coordination required with other stakeholders at State level will be facilitated for smooth implementation of the project.
41. Project Executing Agency: Meghalaya Basin Development Authority, will be the Project Executing Agency (PEA). The State Project Management Unit (SPMU) for implementing the KfW Project will be located at MBDA as a separate unit.

42. The Project will be managed at three levels - state level, catchment level and village level. In order to streamline project implementation, the PMUs at state and catchment levels will be staffed by core MBDA and S&WCD personnel. MBDA will provide all Project management support as well as collaborate and coordinate with various line departments for Project implementation.
43. The State Project Management Unit (SPMU) for the project will be established in Shillong as a separate unit and housed within the premises of MBDA. It will be headed by a Project Director (PD) and assisted by Additional Project Directors (APD). PD and APD will be responsible for overall management and administration of the project. They will ensure physical and financial achievement of the project consistent with State laws, regulation and the terms of agreement of KfW with the Project Executing Agency / Nodal Department. Furthermore, the SPMU will be supported by professional experts (CFO, Monitoring and Evaluation, Legal Expert- Traditional laws & practices, knowledge management and communications, Finance and Administration (Support Division), Procurement). SPMU staff will either be taken on deputation from various government departments or hired from the market. The IC will work closely with the SPMU, as part of the PEA.
44. The Catchment Management Units (CMU) will be established at both the catchments i.e. Umiew & Ganol. They will be the implementation bodies in their respective catchments, under the operational supervision of SPMU. The CMU will be responsible for execution of the Catchment Area Plans (CAP) and work closely with other line departments, ADCs, traditional institutions and communities. The CMU will be headed by the respective Deputy Commissioner who will function as the Chairman. The CMU will consist of Catchment Project Manager (CPM) and experts from the field of Forest Management, Agro-horticulture & SALT, S&WC, finance and administration, M&E, GIS and ICT, Social and Environmental Safeguards and other supporting staff. These experts will be either hired from the market or personnel on deputation from the Government departments. CMU will also have village community facilitators to support the preparation and execution of micro watershed plans.
45. The project at the village level will be implemented by the Village Implementation Committee. The VIC will execute the project activities under the supervision of the CMU. The VIC will work closely with designated bodies / traditional institutions. Slight variation among Khasi Hills and Garo Hills areas 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. In general, Village Council/ or village headman should be the first point of contact at the onset of the project implementation. Village Council or its headman will provide support to the project team in convening public meetings, identifying potential beneficiaries and resources. Wherever appropriate the Village Employment Committee may be involved to ensure convergence with various Government schemes.
46. Supporting agencies/organisations are as follows:
 - Forest and Environment Department (FED): It being a catchment area development project FED will play a crucial role in project implementation at the SPMU and CMU level. They will be key resource for development of community nurseries, supply of seedlings and guiding on the technical matters related to forestry development in two catchments.
 - Soil and Water Conservation Department (S&WCD): S&WCD will provide technical assistance in activities related to conservation of soil and water.
 - Autonomous District Councils (ADCs): Similarly, as a link between the project and community, ADCs will also have important role to play. Empowering ADCs through active participation will be a key. To do so, components of the project where ADCs can take leadership must be first identified. As each ADC's authority and relationship with communities are unique, their intervention will not be necessarily the same. Kind of intervention and quantum of work to be carried out by ADCs will be determined individually.
 - Water Resource Department (WRD): This department is responsible for supply of water to communities for agriculture and allied activities. They will assist in planning, development and maintenance of primary and secondary water storage and distribution assets.
 - Public Health Engineering Department (PHED): Primary responsibility of the PHED will be to institutionalise Payment of Environmental Services to ensure sustainability of assets created under the project.
 - Agriculture and Horticulture Department: These departments will support climate resilient agriculture and introduction of SALT practices in the catchments.

- NGO and other agencies: Non-governmental organization (NGO)/ Community based organisations may be utilized, particularly in mobilization and sensitization of the communities and in preparation of various plans (water security plan, micro-watershed plan or catchment treatment plan) and monitoring of implementation of project components. Their involvement will be essential in facilitating participation of women in the project's community level organization. Cost of involvement of NGOs can be met from respective head (planning, M&E etc.).

3.4 Environmental and social management and safeguards

47. As the Project aims to protect watersheds affected by climate change, only minor environmental risks are expected in the context of the project activities. Investment measures focus primarily on rural areas. Locations or measures involving physical resettlement or land conflicts are also excluded from support. Instead, the project follows a strictly participatory and inclusive approach, which shall strengthen often non-formalized ownership use rights in land use planning processes and designation of communal protected areas. This approach shall support disadvantaged groups in decision-making processes and in provision of sustainable livelihoods, and this particularly in accordance with the right to Free, Prior and Informed Consent (FPIC).
48. Despite the participatory approach, the project was assigned to ESIA risk category B+ (increased environmental and social risks) as some project activities may be associated with social risks, e.g., in connection with usage and access restrictions, the impact on ethnic minorities and political asymmetries in local decision-making processes and the associated risks of distribution and procedural fairness.
49. The PEA is responsible for the preparation and operation of the Project in compliance with KfW's Sustainability Guideline (2022) and the relevant standards therewith, namely World Bank Environmental and Social Standards (WB ESS), the World Bank Group's General and sector specific EHS Guidelines as well as the Guidelines on Incorporating Human Rights Standards and Principles, including Gender, in Programme Proposals for Bilateral German Technical and Financial Cooperation.
50. The PEA will ensure adherence of the Project with the environmental and social requirements of the Separate Agreement and its annexed Environmental and Social Commitment Plan (ESCP) by developing and implementing an Environmental and Social Management Framework (ESMF), a Community Engagement and Planning Framework (CEPF), including FPIC procedures and a Grievance Redress Mechanism as well as related trainings. The PEA will implement environmental and social risks mitigation measures as identified in the ESMF and CEPF and further detailed in the related village-level plans as far as these measures are relevant to the Contract.
51. The ESMF and CEPF, including FPIC guidelines, are considered elementary management tools that will be fully aligned with the technical detail, design and all relevant technical guidelines of the Project and integrated into its respective planning, implementation and MRE (Monitoring, Reporting and Evaluation) procedures. All these documents require KfW approval prior to any on-the-ground activities at the end of the Project's inception phase.
52. The PEA shall ensure that updates or amendments to the ESMF and the CEPF will be communicated transparently and without delay to KfW in order to receive KfW's No Objection prior to the commencement of any civil works or spatial planning activities.

4. Scope of Consulting services

4.1 General Overview

53. MBDA as PEA will establish a State Project Management Unit (SPMU) which will be a separate unit of MBDA and will be housed at MBDA premises in Shillong. MBDA shall assign and finance qualified staff including one full-time Project Director (PD) as the Head of the SPMU in Shillong. The PD oversees the work of the IC team. The IC shall support the PEA in Project implementation and be part of the SPMU being located with their office in Shillong and working closely with and under the guidance of the PD.

4.2 Tasks of the Consultant in detail

54. The following sections (4.2.1 to 4.2.4) present the main tasks of the IC. The presentation is not necessarily exhaustive; the need for further tasks may arise during Project implementation. Furthermore, Tenderers are invited to discuss the scope of services in their Comments to the ToR and propose services to be performed by the IC beyond the presented scope of services, if deemed necessary.

55. The core of the IC's services will in all likelihood be required to achieve Output 4 - Adoption of best-practice project management. It is therefore that services under this Output are discussed in detail while services for the remaining three Outputs are rather limited at this point.

4.2.1 Knowledge-based participatory planning, implementation and capacity building

Key deliverables:

- Knowledge Management strategy
- Training Needs Assessment
- Thematic studies

Tasks:

56. If required, the IC shall support the PEA in designing a knowledge management strategy, in conjunction with an information/communication plan in order to adequately and timely inform internal stakeholders, the target group/ affected population, the Meghalaya public and other interested parties on project progress, upcoming activities and lessons learned (knowledge management, knowledge sharing, public relations).

57. If required, the IC shall support the PEA in designing training needs assessments (TNA) on State, district and community level. The latter shall explicitly consider any training needs expressed by target communities during FPIC implementation (first socialisation/awareness raising campaign).

58. If required by PEA, and agreed by KfW, the IC shall prepare thematic studies and concepts, e.g. on innovative approaches such as PFA, contest & awards.

4.2.2 Enhancement of forest and other ecosystems

Key deliverables:

- Community-led Project Operations Manual
- Micro watershed plans (MWP)
- Thematic studies
- Technical concepts and financial norms for Project investments

Tasks:

59. The IC shall support the PEA in preparing a Community-led Project Operations Manual. This manual will guide WMUs, VICs and CMUs in the process of preparing MWPs.

60. If required, the IC shall support the PEA in guiding the MWP process as well as support CMUs and SPMU in assemblage of MWPs into Catchment Area Plans. The IC shall in any case assure that written FPIC is assured as a necessary precondition for the preparation of MWPs.

61. If required by PEA, and agreed by KfW, the IC shall prepare thematic studies e.g. on innovative forest management approaches including PES a.o.
62. The IC shall assist PEA in preparing technical concepts and financial norms for project investments (e.g., forestry, nursery management, S&W conservation) and a related dedicated O&M fund.
63. The IC shall also support the development of an “exit strategy” for handing over project/asset management to water resource councils/units at community level during the consolidation and maintenance phase.

4.2.3 Improvement of livelihoods of vulnerable communities

Key deliverables:

- Community livelihood plans
- Thematic studies
- Technical concepts and financial norms for Project investments

Tasks:

64. If required, the IC shall support the PEA in designing the community livelihood planning process.
65. If required by PEA, and agreed by KfW, the IC shall prepare technical concepts and financial norms, e.g. for civil structures for water harvesting, innovative irrigation techniques, NTFP enterprises, horticulture.

4.2.4 Adoption of best-practice project management

Key deliverables:

- Overall Operational Plan, 1st Annual Work Plan and Budget (and subsequent annual work plans and budgets)
- Procurement Plan (also to be updated annually)
- Project Operations Manual and Community Operations Manual

(NOTE that further project management related deliverables and related tasks are presented further below in Sections 4.2.8 to 4.2.9.)

Tasks:

66. The IC shall assist the SPMU in preparing an Overall Operational Plan, 1st Annual Work Plan and Budget (and subsequent annual work plans and budgets) as well as a Procurement Plan (also to be updated annually) and a Project Operations Manual (POM) and Community Operations Manual (COM).
67. Procurement plan and guidelines shall guide all entities involved in procurement and community institutions to understand the procedures to be followed for procurement under the Project. In addition, a separate and simplified procurement chapter of the Community Operations Manual will also be prepared for effective and efficient procurement at the community level, in line with the principles of community procurement. Value thresholds for community will be mentioned in the Procurement Guidelines. Procurement plan and guidelines:
68. Procurement plan and guidelines of the project will be prepared by SPMU with support from the IC. It is intended to guide all entities involved in procurement and community institutions to understand the procedures to be followed for procurement under the Project. In addition, a separate and simplified procurement chapter of the Community Operations Manual will also be prepared for effective and efficient procurement at the community level, in line with the principles of community procurement. Value thresholds/internal prior review thresholds for community level procurement will be mentioned in the Procurement Guidelines.
69. The Procurement Section of the Community Operations Manual prepared by SPMU and updated from time to time will describe the roles and responsibilities, and procurement arrangements under the Project,

and serve as a guide and tool for procurement functionaries for procurement implementation and contract management under the Project.

70. The Procurement Plan shall identify as far as possible the respective Tender Processes for all KfW-financed Contracts. The initial Procurement Plan shall cover the whole project period and provide details for at least the first 18 months as of the Funding Agreement date. The Procurement Plan shall be reviewed and, if necessary, revised thereafter annually and shall be submitted timely to KfW for No-Objection of the revised version. KfW will provide a Procurement Plan template.
71. The POM is to guide Project implementation and will be developed by the SPMU with the required support of the IC at the start of the Project. All guidelines and manuals will adhere to KfW procedures.
72. The COM shall also contain specific chapters/provisions on Payment for Environmental Services (PES) as well as on set-up and management of a dedicated O&M fund.
73. The IC will furthermore facilitate the following:
 - Provide support to SPMU in technical and managerial aspects of project implementation
 - Assist SPMU in planning and organizing relevant national/international trainings/ exposure visits for project personnel
 - Countersign reports and documents to KfW, countersign request for disbursements.

4.2.5 Support in ESHS Compliance of the Project

74. Based on the results of the Environmental and Social Scoping (E&S Scoping) conducted as part of the Feasibility Study and in order to comply with KfW's Sustainability Guideline, the PEA, with support of the Consultant, will develop two Environmental and Social Safeguard documents during the Project's inception phase as described in detail in Annex 2, i.e.
 - Environmental and Social Management Framework (ESMF)
 - Community Engagement and Planning Framework (CEPF)
75. The IC will ensure active participation of the target group right from the beginning of project implementation and the application of the concept of free, prior, informed consent (FPIC) where relevant, and based on the ESMF and CEPF.
76. While the CEPF as such shall include key elements of WB ESS 5 on eligibility and entitlements for compensation/restoration of livelihood losses as well as WB ESS 10 on community consultation, information disclosure and grievance redress, a Technical FPIC Guideline on how to ascertain the Free Prior and Informed Consent (FPIC) of villages in line with WB ESS 7 shall be prepared separately and shall be submitted to PEA and KfW for approval three months after commencement of the IC's services. It shall later on become part of the CEPF.
77. IC activities that ensure ESS compliance of the Project shall include, but are not necessarily limited to:
 - a. Support the PEA in the preparation of FPIC guidelines, ESMF and CEPF
 - b. Support the PEA with regard to the implementation of the E&S management processes to manage Environmental, Social, Health and Safety (ESHS) impacts and risks
 - c. Based on the results of the ESMF and CEPF, support the PEA in aligning the implementation of the Project to the recommendations and stipulations of the ESMF, CEPF and any other relevant E&S documents.
 - d. Support the monitoring of ESHS compliance of the Project and reporting thereof
 - e. Support the monitoring of the implementation of stakeholder engagement and consultation for the Project and any investment measure
78. The IC shall perform the detailed tasks related to managing Environmental, Social, Health and Safety (ESHS) impacts and risks as described according to national regulations and requirements of KfW.

4.2.6 Financial and Contract Management

79. The SPMU shall be responsible for financial management, supported by the IC.

80. The fund disbursement for all investments and project managements costs covered by FC funds, except for Consulting costs, follow the simplified reimbursement procedure. Disbursement of Consulting Costs will follow the direct disbursement procedure. The simplified reimbursement procedure implies that MBDA will pre-finance project expenditures which will be reimbursed by KfW via DEA/GoI on the basis of submission of withdrawal applications accompanied by evidence of expenditures and signed by the Consultant. The Authorized Party first pays in full the amounts due and KfW reimburses the expenditures for goods and services to the Authorized Party after a three-month period has elapsed or as soon as the amount pre-financed has reached at least EUR 1.000.000, whatever happens earlier. The direct disbursement procedure implies that KfW will directly disburse funds as instalments to the Consulting company, as agreed in the Consulting contract, after submission of invoices claimed by the Consulting company, endorsed by MBDA. To ensure the proper use of funds as well as the accuracy and reliability of evidence of the use of funds and financial reports an internal control system within the PEA, concerning procurement, accounting and payment transactions have to be in place. Among others, adequate account management, correctness of vouchers, cost division pursuant to investment plan and a separation by source of funding (Govt. of Meghalaya or KfW) has to be ensured. The process and the internal control system will be defined during the inception phase with the help of the IC.
81. The IC will support the SPMU in implementation of all tasks of financial and financial contract management.
82. Financial monitoring guidelines will be prepared with the support of the Implementation Consultants during the Inception Phase of the Project. During the inception phase the usage of already existing monitoring systems of other international development projects shall be as well accessed. A financial monitoring and supervision system will be installed including a computer software-based accounting system.

4.2.7 Procurement management

83. Procurement of goods and services to be financed out of proceeds of KfW Loans should be implemented in accordance with “Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries” (January 2019, updated 2021). The PMUs may make use of the state procurement rules, but KfW’s guidelines shall overrule whenever such procurement rules are in conflict.
84. The PEA holds fiduciary responsibility for all procurement processes and will manage all processes according to KfW guidelines. The PEA, however, can task the IC directly with procurement activities and/or with the elaboration and submission of pertaining documents to KfW and the PEA for approval. The PEA remains the contracting authority in this Project. The IC will support the SPMU/CPMUs in all tasks of procurement and contract management including but not restricted to the following:
- Preparation/adaptation of annual procurement plans (see 4.2.4 above)
 - Contribute to the formulation of tender documents for the awarding of contracts for providing consulting services, goods and works and support the organisation and supervision of the tender processes in compliance with the environmental and social standards;
 - Support to contracting of works contractors and consulting services;
 - Assist in evaluation of bids and award of contracts carried out by a tender evaluation committee nominated by the PEA All evaluation reports for tenders shall be countersigned by the Project Management Consultant.
 - In cases where a KfW No Objection is necessary, the IC shall issue its CCO (Consultant’s Certified Opinion) with regard to procurement decisions and recommendations for contract award. The IC will furthermore report on the compliance as part of its regularly reporting to PEA and KfW.
 - Support the SPMU in external audits and evaluation/review of procurement processes, and in ongoing procurement management/monitoring according to the Separate Agreement.
85. SPMU, with IC support as needed, will ensure that all staff handling procurement at all levels are adequately trained in KfW procurement procedures. Contract management training will also be provided by SPMU with IC support, upon project implementation.
86. A procurement complaint handling mechanism to address any procurement related complaints received by the project, will be developed and implemented by the SPMU to the satisfaction of KfW. Upon receipt of complaints, immediate action would be initiated to acknowledge the complaint and to redress it within a reasonable timeframe. All complaints will be addressed at levels higher than the level at which the

procurement process was undertaken, or the decision was taken. Any complaint received will also be forwarded to KfW for information, and KfW would be kept informed after the complaint is redressed.

87. The project is to be implemented by SPMU, CMU and VICs. The procurement thresholds and review arrangements will be as per GoM guidelines and in accordance with the Special Agreement between MBDA and KfW. All major procurement which is not covered under shopping (request for quotation) method will be centralized at SPMU level and follow the prior and post review arrangements.
88. All contracts which are not covered under prior review by KfW will be subject to post review during implementation support missions and/or special post review missions, including missions by consultants hired by KfW/SPMU.
89. All procurement procedures shall be thoroughly documented. Upon providing the procurement plan KfW may approve applying the simplified review for some tenders in accordance with the definition of simplified review set forth in the respective KfW procurement guidelines. Upon request, any documents shall be provided to KfW. For international competitive bidding procedures, tender documents (including pre-qualification documents), evaluation reports (including pre-qualification evaluation reports), and final contract drafts shall be submitted to KfW for prior no objection.
90. Prequalification and tender documents shall always require the submission of a signed Declaration of Undertaking by the bidder. Unless otherwise agreed, prequalification and tender documents for the assignment of consulting services shall be based on the KfW standard bidding documents and contracts for the assignment of consulting services. Tender documents for the procurement of goods and associated services shall further be accompanied by a completed checklist for the respective tender documents. The standard bidding documents, contracts and checklist template will be provided by KfW upon request. The remaining details concerning procurement procedures, relevant documents and requirements are set forth in the respective KfW procurement guidelines.
91. KfW recommends using its own standardized tender documents, especially in case of ICB in order to ensure an efficient Tender Process in compliance with the Guidelines. If the PEA is obliged to use Tender Documents others than KfW's standard bidding documents, the PEA has to ensure compliance with the provisions of the KfW Guidelines. The International Consultant shall verify the compliance of such bidding documents with the provisions of the KfW Guidelines.

4.2.8 Monitoring and Reporting

Key deliverables:

- Inception Report
- Semi-annual Progress Reports
- Technical reports/papers
- Draft and Final Project Completion Report

Tasks:

92. Project progress monitoring and tools: The PEA will be responsible for all monitoring and evaluation (M&E) and reporting of the project. The IC is responsible for rendering the support services required to the PEA to adequately fulfil its M&E and reporting duties, including regular progress reports, technical (ad-hoc) reports, incident reports a.o.
93. The IC as part of SPMU will set up an efficient and transparent M&E system which will cover financial and technical project implementation as well as project progress with regard to project outputs and indicators. The IC shall assist SPMU in developing detailed guidelines for (i) implementation monitoring (quality and quantity checks) and (ii) monitoring of ecological and socio-economic impacts, during the Project's Inception Phase. These guidelines shall be submitted to and agreed with KfW.
94. An external consultancy shall establish a baseline for M&E at the onset of the consulting assignment. Impact monitoring shall be along (but must not be limited to) the indicators of the results matrix. The baseline as well as ongoing monitoring shall inform project impacts related to job/income opportunities in the Project area, and results of this assessment shall be presented in the Inception Report.
95. M&E and reporting shall be complemented by relevant, significant photo documentation and maps.

96. Remote Monitoring, Management and Verification (RMMV): RMMV helps project stakeholders to comply with their management and monitoring responsibilities, assist KfW in meeting its verification responsibilities and provides quality assurance through additional data triangulation, increased transparency and accountability. Applicants are invited to present, in their Bids, how RMMV as an overall methodology (or parts of it) and in particular methods of earth observation may become useful for the present project, i.a. with regard to events such as the Covid-19 pandemic and resulting restrictions of movement.
97. As a minimum reporting requirement, the reports and deliverables need to be in line with applicable KfW guidelines (see Reporting requirements in Annex 1 to the present ToR). In general, reports are an essential part of proper and transparent contract and project monitoring and as such are to be elaborated and quality-assured in a way that both senior and executive levels of the contracting parties are conveniently provided with concise, reliable, sound and relevant data and analysis. A qualified presentation with maps, tables, graphs and photographs is preferred over long-winded narrative elaborations.
98. The IC will prepare at least the mentioned reports in the English language. All reports have to be prepared in A4 format. Plans and drawings shall be prepared in A3 format. All documents (reports and drawings) have to be provided in digital format (e.g. Word, Excel, AutoCAD format) and additionally converted into PDF-format. Time for comments and approval shall be up to two weeks after submission. Final reports shall be submitted 2 weeks after receiving comments on the draft. If not otherwise stated in the table below, the standard number of copies of deliverables to be provided is as follows: 2 hardcopies to PEA + softcopy to PEA and KfW.

Table 4: Reporting requirements

Report	Delivery	No. of copies (hard/ soft)	
		PEA	KfW
Technical FPIC Guideline	3 months after commencement	2h 1s	1s
ESMF/CEPF	9 months after commencement	2h 1s	1s
Draft Inception Report	12 months after commencement	2h 1s	1s
Final Inception Report	latest 1 month after the receipt of comments to the Draft Inception Report	2h 1s	1s
Semi-annual Progress Reports	latest 1 month after the reporting period	2h 1s	1s
Final Project Completion Report – Draft	latest 1 month before end of Project period	2h 1s	1s
Final Project Completion Report	latest 1 month after the receipt of comments to the Draft Final Project Completion Report	2h 1s	1s

99. Further (draft) ToR, contracts and technical/ad-hoc reports may become necessary during the course of the project. In general, such deliverables shall be provided upon necessity in a draft version; commenting and finalisation periods as mentioned above apply.
100. **Inception Report:** The Inception Report (IR) shall be developed on the basis of the findings of the inception phase, including workshops with stakeholders, thereby including the views, ideas and requirements of these. In the IR the IC shall present a description of revised/adapted methodology and revised project implementation plan (to be updated regularly), as well as possible cost impacts. The Inception Report shall summarize the IC's initial findings, the first assessment of available data, the updated planning guidelines, proposed planning boundaries, design parameters and key assumptions. Further points to be included in the Inception Report are, among others:
- a. Overall and annual work plan and staffing schedule

- b. Financial Management Plan
 - c. Procurement Plan
 - d. Project Operations Manual
 - e. Documentation of FPIC
 - f. Site selection with FPIC
 - g. M&E concept with baseline (and target) values for indicators
 - h. Other relevant project documents and information e.g. on land rights and water rights issues
101. In the Inception Report, the IC shall also present ideas on the following, together with proposals for implementation (Tenderers are invited to present related ideas already in their Proposals):
- The expectations of communities towards the Project may be very high from the very beginning. Impact of soil erosion measures on yields has to be assessed carefully and mitigating measures proposed. Consequences of negative feasibility of individual measures in communities should be evaluated and measures proposed to counter the negative effects and support the communities (livelihood measures).
 - How can women be a major protagonist in the Project and in further development of the region (marketing, post-harvest, integrated pest control, home gardening/ vegetable cultivation, etc.)?
 - How can topics such as carbon sequestration, climate change mitigation, climate adaptation be successfully addressed in the Project? Estimate saved or emitted greenhouse gases according to KfW guidelines.
 - What is the digitalisation potential to be tapped in the Project?
 - What scientific contributions (e.g. from ICIMOD, ICRAF, Institute of Natural Resource (MBDA)) could be useful for the Project/ be of benefit to the achievement of the Project objectives?
102. **Bi-annual Progress Reports:** The format of Progress Reports and a detailed M&E framework will be formulated by the SPMU, supported by the IC, and will need to be agreed with KfW (submitted to KfW for No-Objection). The reports are expected to include all indicators and risk factors included in the results matrix; all action items mentioned in the ESMF and CEPF (and in the FPIC guidelines), and, if applicable, compensation plans for each of the investments undertaken.
103. The Progress Reports shall be provided to PEA and KfW until the end of the consultancy services. They shall provide information on the financial situation of the Project (budget, cash-flow), include the updated implementation schedule and compare the set targets and the achieved results (implementation progress, programme indicators, budget, comparison of set input and physical achievements versus actual input and achievements for the reported quarter and outlook for the upcoming reporting period. Any differences between set and actual inputs and targets shall be explained. As the Progress Reports serve as basis for payment, the report will include a brief chapter explaining the Consultant's input in the last quarter (aggregated/summarized as in the Consultant Contract). The standardized reports will provide a brief overview on the reached goals and milestones, present the most important project management figures in a visual manner, e.g. by using traffic lights, snapshot, dashboard reporting or similar. They will summarise time, budget and cash flow of the reporting period and present a time, budget and cash flow forecast for the next quarter. Each Progress Report shall contain an updated project information sheet (Project fact sheet) and a meaningful photo section showing Project activities/progress.
104. The IC shall support the PEA in compliance with its incident reporting obligations vis-à-vis KfW. Wherever possible, the standard "Immediate Incident Notification Template" must be used for the reporting of incidents.
105. In addition, the SPMU shall proactively and immediately inform PEA and KfW and other relevant actors about critical developments and issues for immediate attention, irrespective of the due date of the next Progress Report. The IC shall advise the SPMU accordingly.
106. **Project Completion report:** One month before completion of the Project, the IC shall submit a (draft) Final Project Completion Report to PEA and KfW. The contained information shall comprise at least the following: assessment of goal achievement, review of performance indicators, analysis of planned measures and implemented measures, planned budget vs. incurred budget; audit results and comments, if any; a section on operational risks and recommended/ implemented mitigation measures as well as

lessons learnt. The Final Project Completion Report will provide a statement on the closing of accounts and disposal of project/office equipment, if any.

4.2.9 Backstopping

107. Backstopping shall include supplementary technical support/expertise to the IC team when and where required, logistical support and quality assurance/control with regard to the IC team's performance and particularly to documents presented to KfW and/or PEA (incl. Tenders) and reporting, e.g. on technical and financial matters.
108. Applicants shall propose a mechanism to ensure sound backstopping services. Simple usage of generic text modules for the description of envisaged backstopping concept and services will not be accepted. The proposed mechanism shall consider the specific Project context and shall elaborate on specific backstopping requirements. Close contact of the backstopper (who shall be "inhouse staff" of the bidder) with PEA and KfW must be assured. Backstopping missions to Meghalaya by the designated backstopper or contingently technical experts must be announced to PEA and KfW two weeks ahead of time, together with an outline of topics/subjects to be covered during the respective missions. The results of such missions shall be communicated to PEA/KfW latest one week after the mission.

Tasks:

- Coordinate the project administration and liaise with PEA and KfW;
- Provide and coordinate technical backstopping support;
- Assure Project administration, quality control of processes, results and deliverables based on KfW standards;
- Participate in coordination meetings with PEA and KfW representatives and project partners and carry out backstopping missions as required;
- Financial contract management, controlling, accounting and invoicing.

5. Staffing

109. The Applicant must provide a suitably qualified and experienced team of experts among its key personnel, who have the appropriate level of academic and professional qualifications and experience gained in similar projects and countries to recognize and to deliver with respect to the requirements: the management and technical as well as the Environment, Social, Health and Safety (ESHS) aspects.
110. The Applicant shall include in his proposed team amongst others at least the experts indicated in the table below. Applicants are free to amend the table according to their own proposed approach, and to allocate specific person-months for each position according to their individual staffing schedule and estimate. Note, however, that proposals which include a markedly reduced staff input without a proper explanation (e.g. unrealistic approaches for fee-based elements) lead to a loss of quality. During the technical evaluation they will be evaluated as such and, if necessary, the reduced input considered as missing item in the financial evaluation. The proposal will be corrected accordingly, based on the average input provided by the other Applicants, considering the highest price quotation of the other Applicants.
111. For all experts, CVs according to Form TECH-6 of the Request for Proposals have to be submitted. CVs shall be signed by the individual experts.
112. With regard to the pool of experts, Applicants shall provide a matrix with the overview of the fields of expertise that they are able to cover with their pool of experts (preferably permanent or associated staff) for the various fields of expertise that will be required in the Project, complemented by a short CV (1 page).
113. Any exchange of experts, or amendment of the pool of experts as presented in the Technical Proposals, requires the prior non-objection of PEA and KfW. Prior to assignments of experts from the pool of experts, such assignments need an approval by PEA and KfW, based on submitted announcement and justification notice as well as ToR and CV of the respective expert.
114. Office administration: Tenderers shall foresee hiring one office administrator for the whole duration of the Project.
115. Backstopping: The Applicant shall nominate one backstopper for supervision, monitoring and quality assurance of the IC's services. The backstopper shall be "inhouse staff" of the bidder. He/she shall work from the IC's home office. He/she shall have either a technical/engineering background or a background oriented to social sciences, participatory processes as foreseen in the Project. He/she needs to have additional competences in project management. Note that, once accepted, an exchange of the backstopper will require a non-objection of PEA and KfW. The cost for the backstopping services shall be included in the proposed experts' rates.
116. The following table presents minimum personnel requirements for Project implementation. Applicants shall honour these minimum requirements yet are invited to amend or propose changes where they deem it necessary. Proposed expertise may be grouped in a sense that bidders are free to deviate from the proposed team composition yet need to fully cover the required expertise
117. In their Proposals, Applicants shall present an overview table demonstrating proposed key and non-key experts and their respective professional qualification. Additionally, Applicants shall prepare a comprehensive "Staff / Task Matrix" showing all Project implementation tasks as described in the present ToR and the attribution of respective responsibilities and fields of expertise among the proposed team members.

Table 5 Minimum personnel requirements

Position (geographical experience)	Task/responsibility	Qualification Requirement
Team Leader (International)	<ul style="list-style-type: none"> • Overall project management • Oversee financial management and procurement • Preparation of Project Operational Manual and Community Operational Manual • Oversee project measures and achievements in accordance with approved log frame, time schedule and technical specifications • Oversee compliance with ESMF/CEPF implementation and related international standards • Delivery of Inception Report, the overall and annual work plans/operational plans (including procurement plans) and other reports • Carry out the technical and contractual supervision of project activities, personnel and contractors • Support the evaluation/review of the programme (including during inspection missions) as appropriate • Responsible for M&E concept, implementation and reporting • Develop a sustainable O&M concept and supervise its implementation • Project stakeholder management, risk management and project communication • Elaboration of technical reports • Carry out training on the job 	<p>Education:</p> <ul style="list-style-type: none"> • Postgraduate university degree in a project-related field (e.g., rural development, forestry, natural resources management) <p>Experience:</p> <ul style="list-style-type: none"> • >15 years overall working experience in the sectors forestry, water/natural resources management or equivalent • >10 years of experience in management of donor funded forestry/NRM projects (studies, implementations) as Team Leader/Project Manager including team management, financial management, procurement according to international guidelines) • Proven project management experience in collaborative multi-stakeholder settings • Profound experience in implementing KfW rules and regulations with regard to financial management and procurement (at least 5 years) • Profound experience of international standards with regard to ESHS aspects would be an asset • Working experience of at least eight years in developing countries with similar socio-economic conditions, preferably in Meghalaya State • Good knowledge of the English language is mandatory
Deputy Team Leader (national)	<ul style="list-style-type: none"> • Assist the TL in his duties and tasks related to infrastructure project management • Prepare technical documents/specifications and tender documents for all procurement • Carry out the (technical and) contractual supervision of project personnel and works and service providers incl. implementation of ESHS related measures • Assist in the development and implementation of a sustainable O&M concept • Construction site supervision and monitoring of the adherence to OHS standards • Assist the TL in M&E and project reporting as appropriate 	<p>Education:</p> <ul style="list-style-type: none"> • Postgraduate university degree in a project-related field (e.g., rural development, forestry, natural resources management, rural engineering) <p>Experience:</p> <ul style="list-style-type: none"> • 10 years overall working experience in the sectors water resource infrastructure, natural resources, agricultural and/or land management or equivalent • >5 years of experience in management of donor funded watershed management projects as Team Leader/Project Manager (team management, financial management, procurement according to international guidelines) • Proven experience and capability to steer complex multi-sectoral capacity development projects • Proven project management experience in collaborative multi-stakeholder settings

Position (geographical experience)	Task/responsibility	Qualification Requirement
		<ul style="list-style-type: none"> • Experience in implementing large scale NRM and infrastructure projects with regard to financial management and procurement (at least 2 projects), KfW experience as an additional advantage • Profound experience of international standards with regard to ESHS aspects (at least 3 projects) would be an asset • Working experience of at least eight years in developing countries with similar socio-economic conditions, preferably in North-East India • Good knowledge of the English language is mandatory; knowledge of local language is an additional asset
Social and environmental safeguards expert (international)	<ul style="list-style-type: none"> • Support preparation of Environmental and Social Safeguard documents (in particular, but not limited to, ESMF, CEPF, FPIC guidelines) • Planning and oversight of social and environmental project measures and achievements in accordance with approved log frame and time schedule as well as ESMF, CEPF and other E&S risk related documents. • Support to the design of and oversight over the social capacity development measures of the project, incl. TNA at different levels • Support the technical and contractual supervision of project activities with regard to social and environmental measures, and especially community participatory processes • Prepare parts of POM related to social and environmental aspects • Assist the TL in M&E and project reporting as appropriate 	<ul style="list-style-type: none"> • University degree in forestry, natural resource management, social or environmental studies or related field • 10 years of practical experience in similar projects (forest management, community development projects of similar type and size) • Profound track record and professional experience in the development of ESMF and CEPF including for instance Resettlement Action Plans, Gender Action Plan, Process Frameworks, FPIC processes in line with international safeguards (World Bank, ADB, IFC) and KfW's Sustainability Guideline (2022). • Conduct of E&S assessments for similar donor-funded projects, with focus on (a) afforestation, nature conservation and restoration in Asia or (b) alternative livelihood development, including the conduct of socio-economic baseline studies and the consultation/engagement of local communities; previous experience in working with vulnerable groups and/or indigenous people is an additional asset • Profound track record in afforestation and nature conservation projects in North-East India or the Meghalaya region • Oral and written proficiency in the English language is mandatory
Social and environmental safeguards expert (national)	<ul style="list-style-type: none"> • Support preparation of E&S Safeguard documents • Support PEA in implementation of E&S project measures and achievements in accordance with approved log frame, time schedule and ESMF, CEPF and other E&S risk related documents. • Support to the design of and oversight over the social capacity development measures of the project • Support the technical and contractual supervision of project activities with regard to social and environmental measures, and especially community participatory processes • Support TNA at different levels • Prepare parts of POM related to social and environmental aspects • Assist the TL in M&E and project reporting as required 	<ul style="list-style-type: none"> • University degree in forestry, natural resource management, social or environmental studies or related field • Profound track record in afforestation and nature conservation projects in India or the Meghalaya region (more than 5 years of professional experience) • More than 5 years of professional work experience in E & S assessments, good knowledge of international safeguards (World Bank, ADB, IFC etc.) and applicable Indian E&S legislation • Experience in working with rural communities or traditional ethnic tribes in India is an additional asset • Good knowledge of the English language is mandatory; knowledge of local language is an additional asset.

Position (geographical experience)	Task/responsibility	Qualification Requirement
NRM expert	<ul style="list-style-type: none"> • Support to/preparation of thematic studies with regard to (participatory) forest management, community development, use of PES and contest & awards • Support preparation of MWP and their assemblage into Catchment Area Plans • Support the preparation/adaptation of annual procurement plans and prepare parts of POM/COM • Support TNA at different levels • Support development of O&M concept and exit strategy 	<p>Education:</p> <ul style="list-style-type: none"> • Postgraduate university degree in a project-related field (e.g., forestry, natural resources management, rural engineering) <p>Experience:</p> <ul style="list-style-type: none"> • 15 years overall working experience in the sectors water resource infrastructure, natural resources, agricultural and/or land management or equivalent • >10 years of experience in management of donor funded forestry/NRM projects • Profound experience of international standards with regard to ESHS aspects/FPIC (at least 3 projects) would be an asset • Working experience of at least eight years in North-East India, preferably in Meghalaya State • Good knowledge of the English language is mandatory
Finance and procurement expert	<ul style="list-style-type: none"> • Assist the TL in all matters related to financial and procurement management of the project • Assist in preparation of withdrawal applications, support formal endorsement of requests for no objection • Support the preparation/adaptation of annual procurement plans and prepare parts of POM/COM related to financial management and procurement • Contribute to the formulation of tender documents for the awarding of contracts for providing consulting services, goods and works and support the organisation and supervision of the tender processes in compliance with the environmental and social standards 	<p>Education:</p> <ul style="list-style-type: none"> • B.Sc. in business administration or any related field <p>Experience:</p> <ul style="list-style-type: none"> • 5 years' experience as finance and/or procurement manager, preferably in donor-funded development projects • Experience in financial and procurement management in KfW-funded project would be an asset • Familiarity with specific computer software
Pool of national short-term experts	<ul style="list-style-type: none"> • (to be filled by the Applicant based on his Technical Proposal) 	<ul style="list-style-type: none"> • All national short-term staff must have relevant qualifications (min. M.Sc. in a relevant field) and at least eight (8) years working experience relevant for the proposed positions. All national ST staff which will be employed in the project and was not presented in the tender requires non-objection of PEA and KfW.
Backstopping		
Backstopper	<ul style="list-style-type: none"> • Assure quality of overall Project implementation; • Hold regular contacts with the implementation partners to make sure the implementation process is efficient and demand-driven; • Provide backstopping to the implementation team on technical, financial and administrative issues (both remote backstopping services and backstopping during field missions); • Act as primary point of contact for KfW; • Take the ultimate responsibility for reporting. 	<p>Education:</p> <ul style="list-style-type: none"> • Postgraduate university degree in forestry, rural development, social sciences or any related field • > 10 years of experience in design, supervision and/or management of forest management projects, preferably in India.

6. Project duration, conditions of Contract and time schedule

116. The Project duration is planned for 7 years. The project shall start with an inception phase (first year) followed by an implementation (5 years) and consolidation and maintenance phase (1 year). At the end of Project year 3 a midterm review shall be carried out which will critically review the Project achievements.
117. Duration of phases is indicative and is suggested in these ToR for orientation purposes and budget estimates. The Tenderers are free to propose their own duration of phases. In doing so, the Tenderers are requested to carefully consider the sequence of submission of deliverables (within a phase) as set out in these ToR prior to and when making alternative proposals. In case the Tenderer proposes an alternative phase duration and / or schedule of deliverables, the deviations from ToR should be well grounded in the proposal.
118. The Consultant's Contract shall cover all three Project phases (1, 2 and 3). In accordance with para 4.6.2 of the Consultant Contract, the Employer has the right to end the liaison with the Consultant (e.g. after Phase 1 or Phase 2) should the Consultant's performance be found unsatisfactory. Unsatisfactory performance of Services is defined as performance not meeting contractual obligations of the contract for consulting services (see Section VIII "Contract for Consulting Services" of the present Request for Proposals).
119. A focused review of the Consultant's performance, incl. Backstopping services, by the Employer and KfW will be done towards the end of the "inception phase" and "implementation phase", respectively. Consequently and in accordance with the Consultant Contract, the Employer and KfW in agreement shall decide whether to proceed with implementation of the subsequent phase with the contracted Consultant or not.
120. There shall be no compensation, if the option to continue the implementation of consultancy services under Phases 2 and 3 with the same Consultant is not selected by the Employer and KfW.
121. During the Project, and particularly towards the end of the inception phase, a (partial) revision of the ToR may become necessary due to unforeseeable circumstances. In such a case, the IC will be required to propose revised/amended ToR to the Employer and to KfW for discussion and negotiation. Based on that, revised ToR may become a part of the Contract by means of an Addendum.
122. As distinct activities/tasks during the consolidation/maintenance phase cannot easily be defined before the activities in the inception and implementation phases are implemented, definition of services in the consolidation/maintenance phase will be the subject of discussion and contingently of an MoU/Contract addendum ahead of the start of that phase.

7. Logistics

123. The SPMU will be based in Shillong. The IC is expected to receive office space from PEA free of charge within MBDA premises and to proactively support the coordination/implementation of all Project activities from there.
124. Tura (and thus Ganol catchment) is about 300 km away from Shillong. Applicants are invited to present their logistical approach for successfully working in the field with the target group without losing valuable time driving long distances.
125. The IC will provide part of the necessary logistics for successful Project implementation. Among others, these include but may not be limited to:
- All necessary technical equipment for the IC experts/staff, as required for the period of services
 - Adequate accommodation for the IC's experts

- International and national transport (beyond the Project area) for the IC's experts
126. Out of national budget, the PEA will finance operational, administrative and staff recurrent costs (e.g. staff recruitment and remuneration, per diems, allowances, fuel costs) related to the implementation of the project as well as office space, utilities and security for the SPMU incl. the IC's staff. This includes
- Internet services (for official communication only)
 - Office supplies, as required for the period of services

Annex 1: Reporting Requirements

The list of issues to be presented in the below-mentioned reporting sections is to be read as a general guidance, in no way concluding and shall be adapted according to the needs of the respective Project.

The report includes a cover sheet, table of contents, list of tables, graphs, and photos, list of annexes and list of abbreviations.

1. Executive Summary:

- to be written in an easily understandable and non-technical language, understandable also to non-experts
- it should include: status of design/planning and progress, disbursement status/ cash-flow level in %, listing of important milestones, major changes to project concepts or main components, specific problems or highlights

2. Project background

NAME	
NUMBER	
KEY AGENCIES AND ORGANISATIONS/ INVOLVED PARTIES + CONTACT PERSONS	
DURATION	
BUDGET	
AREA	
RATIONAL AND MAJOR CHALLENGE	
MAIN TARGET GROUP	
PROJECT OBJECTIVE	
MAIN MEASURES	
RESULTS AND MAIN SUCCESS INDICATORS	
KEY ACTIVITIES	

3. Introduction

- Introduction covers developments within the current reporting period
- Short introduction on current situation
- Short overview of main progress, specific problems or highlights

3.1 Developments in the module's specific area of intervention

- How are other bodies and donors involved in the intervention area of the module outside of the programme, and where has it been possible to achieve synergies with the approaches of other donors?
- What changes have been in the intervention area that are directly relevant to the project?

4. Consultant's Activities, Staffing and Time Schedule

- Overview of changes in Staffing or relevant changes regarding the involved parties (changes of names of ministries, contact persons, etc.)
- Time Schedule; Includes statements on key milestones that have been reached
- Listing of consultant's activities (meetings prepared, preparation and approval of documents – if necessary, table of letter correspondence concerning time, cost and ESHS issues)
- Report on audits performed.

5. Progress of target achievements

5.1 Overall assessment

5.2 Evaluations of targets, target groups, impact hypotheses and module/outcome indicators

- Reference is made to the result matrix in the annex. The applicable values should be set out in the result matrix. Changes should be justified in the report such that they can be traced
- Progress towards achieving the module objective to date is described qualitatively and quantitatively
- Progress should be presented in an understandable manner and be related to the reporting period. If the progress is stated as a total, this must be made clear.

5.3 Implementation of Project activities and progress on output level

- Progress of each output indicator and main achievements per output/indicator (activities)
- What are the main activities being carried out and will they produce the desired outputs?
- A qualitative and quantitative description of the key values to the outputs in the reporting period is provided
- Progress should be presented in an understandable manner and be related to the reporting period. If the progress is stated as a total, this must be made clear.

5.4 Implementation of measures to ensure the sustainable effectiveness of the project

- What has the project done to support long-term anchoring of the module's effectiveness?
- Elaborate the process towards the development of an exit strategy

6. Cost and Finance

- Cash Flow:
 - State of disbursements by the end of the reporting period per service/ contract
- Table with overall state of disbursements of total project volume by the end of the reporting period
- Table with forecast of disbursements for the next reporting period(s), with estimated time and amount of disbursement requests, as well as a preview of the payment schedule until the end of the project
- Report on any circumstances jeopardizing the full financing of the project throughout its duration resp. maximum budget available

7. Project Management and Support

- Information on changes or updates regarding: Project structure and steering, working modalities and coordination, MTR and SA, financial management, procurement, monitoring, evaluation and reporting and technical assistance

8. ESHS Performance and Compliance

- Based on the detailed ESHS Reporting Template (Annex 1), which has to be a self-standing report annexed to this Report, please provide a brief summary of the main aspects in relation to the following questions:
 - What were the most relevant E&S risks and impacts encountered during the reporting period (with a focus on occupational health and safety, human rights and security in relation to patrolling or law enforcement, livelihood restoration in case of access and use restrictions, community engagement/FPIC in the context of land use planning and agreement etc.) ?

- What mitigation and management measures were taken to address these E&S risks and impact during the reporting period, including corrective actions and recommended improvements identified during the previous reporting period?
- How successful were these measures, what challenges were encountered in regard to their implementation and what will be done to improve the E&S performance during the next reporting period?
- Did serious accidents or incidents occur or were grievances raised during the reporting period? If so, what were the causes and corresponding corrective actions and resolution?
- What capacity building activities on E&S matters and safeguards were implemented during the reporting period?
- Is there a need to adjust/update the Environmental and Social Commitment Plan (ESCP)? If yes, please indicate why and where.
- What E&S actions are foreseen by the project for the next reporting period?

9. Outlook, Recommendations and risk assessment

- Outlook for the next reporting period (planned activities and results);
- Recommendations and need for action to be taken by project participants.
- Analysis of (potential) risks, state of solutions of previous problems (if any)

10. List of Annexes

- List of Annexes is to be read as a general guidance, in no way concluding and shall be adapted according to the needs of the respective Project
- Examples, not necessarily required for each kind of report
 - Updated Logframe (must be included)
 - ESHS Reporting Template (must be included)
 - Tool of financial monitoring (financial details, status of indicators, timeframe)
 - Staffing Schedule
 - Time Schedule
 - Milestone List
 - Contracts
 - Cost Control/ Cash Flow
 - Disposition Fund (Total funds available, funds transferred, sum of disbursements, expected disbursements and transfer of funds required for next reporting period)
 - Minutes of Meeting/ important Correspondence
 - Photo documentation
 - Photo of Accident and Incident Reports

ESHS Reporting Template

TEMPLATE FOR REPORTING ON ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY (ESHS) PERFORMANCE AND COMPLIANCE FOR “GREEN SECTOR” PROJECTS, SUCH AS IN NATURE CONSERVATION, FOREST LANDSCAPE RESTORATION AND NATURAL RESOURCE MANAGEMENT

Introduction:

As for all KfW-financed projects Environmental, Social, Health and Safety (ESHS) performance and compliance is required to be monitored, reported and evaluated (MRE) during all stages of the project cycle with the main objective of ensuring that supported activities comply with the Relevant Standards and requirements laid out in the project’s respective environmental and social safeguard instruments as well as the Separate Agreement. This template shall be used for the periodical MRE of the project and should be filled out and annexed to the regular technical progress reports. While this template presents the minimum information to be included from an ESHS perspective, it is to be considered generic and requires amendments according to the impact indicators and requirements stemming from the respective safeguard instruments that have been developed for the project. The template is to be completed by the responsible party for ESHS matters.

There might be questions that are not applicable to the specific project and others where further information will be necessary to complete. Please, indicate which sections are not relevant.

Please use as much space as needed and replace/delete all italic descriptions in the respective rows as these are only for illustrative purposes. The space provided in the table should not be a limit. Add rows if needed, and attach relevant documents and photos (with cross-reference indicated).

PROJECT BASIC INFORMATION		
Project Title:		
Project Location (Country/Province):		
Project Objective:		
Project Executing Agency (PEA):		
Report Date:		
Please provide contact details of the responsible person(s) completing this questionnaire for further communication:		
Position:	Name:	Email Address:

PROJECT STATUS REGARDING THE IMPLEMENTATION/MANAGEMENT OF ESHS MEASURES	
Reporting Period:	<i>Please state month and year (from / to)</i>
Current Project Phase:	
Budget spent:	
Budget spent on ESHS matters:	
Implementing Agents:	
Nature of Sources:	<i>Please list all different sources of information used to compile this report, including participatory/ community monitoring results etc.</i>

HUMAN RESOURCES MANAGEMENT / EMPLOYEES	
Total number of permanent project employees currently in the project:	<i>Change since last report:</i>
Number of casual/temporary employees, including community workers, currently and contractually engaged in the project:	<i>Change since last report:</i>
Number of employees contractually engaged through third parties (e.g. local institutions, NGOs, other organizations, subcontractors, etc.) in the project:	<i>Change since last report:</i>
Number of female employees engaged (permanent/temporary) in the project:	<i>Change since last report:</i>
Number of staff in charge of the project's ESHS performance and compliance (e.g. ESHS Manager, Stakeholder Relations Manager, Livelihood Development Specialist, Security Advisor, Land Use Planner, Foresters etc.):	<i>Change since last report:</i>

PROJECT ACTIVITIES AND STATUS
Please describe the main ESHS-related activities and measures that have taken place during the reporting period (including maps for illustrative purposes), any changes to the scope of the project, any significant changes applied to safeguard instruments as well as any potential changes which may become relevant in the upcoming reporting period, all compared to the initial project proposal (new activities, changes to the target areas etc.). The summary can be in form of bullet points.

ASSESSMENT AND MANAGEMENT OF ESHS IMPACTS	
ESHS Risk Category as of KfW Sustainability Guideline:	<input type="checkbox"/> A <input type="checkbox"/> B+ <input type="checkbox"/> B <input type="checkbox"/> C
<p>Please list the applicable Safeguard Instruments (e.g. Environmental and Social Management Framework (ESMF), Process Framework (PF), Community Planning and Engagement Framework (CEPF), Resettlement Policy Framework (RPF), Indigenous Peoples Planning Framework (IPPF), and corresponding sub-plans, such as Environmental and Social Management Plans (ESMP), Environmental and Social Codes of Practice (ESCAP), Livelihood Restoration Plans (LRP), Resettlement Action Plans (RAP), Indigenous Peoples Plans (IPP) or any other safeguard instrument applied or to be applied as a result of the impacts identified during the respective reporting period.</p> <p>In addition, please briefly describe the key objectives and measures of these Safeguard Instruments in bullet points and how they are aligned with the technical approach of the Project.</p>	

OVERVIEW – DESCRIPTION OF RELEVANT ESHS ISSUES	
<p>This chapter is to provide an overview of the most relevant ESHS findings encountered during the reporting period:</p> <p>Please consider the following aspects for each of the ESHS topics:</p> <ul style="list-style-type: none"> • What were the ESHS impacts (positive and negative) encountered during the reporting period? • What mitigation measures have been taken to address any of the encountered negative impacts? • Were there any challenges when implementing these measures and what was done to overcome these during the reporting period or is foreseen to be done for the next reporting period? 	
Topic:	Identified Findings / Issues etc.
General E&S Management	<i>Please describe the general E&S management approach applied during the reporting period for identifying, assessing, avoiding, reducing and managing ESHS risks and impacts and how this approach was aligned with the overall project implementation.</i>
Labour & Working Conditions / Trainings	<i>Please describe the occupational health and safety (OHS) risks and impacts encountered during the reporting period as well as implemented mitigation measures (for project staff, contractors and community workers), please refer to the different relevant activities and the corresponding sites in the project areas to illustrate risks.</i>
Resources & Pollution	<i>Please describe any pollution risks resulting from project activities encountered during the reporting period as well as implemented mitigation measures (e.g. pollution due to poor use of agrochemicals, pesticides, fertilizers or contamination of soils through poor waste management practices etc.).</i>

OVERVIEW – DESCRIPTION OF RELEVANT ESHS ISSUES	
Community Health & Safety	<i>Please describe the risks and impacts in relation to community health and safety (H&S) encountered during the reporting period as well as implemented mitigation measures (including risks in relation to security and human rights aspects in the context of law enforcement, Gender-Based Violence (GBV), human wildlife conflict (HWC), as appropriate).</i>
Access and Use Restrictions / Land Acquisition / Resettlement	<i>Please describe the risks and impacts which occurred in the course of activities related to land acquisition, physical resettlement as well as in regard to restrictions on access and use of land and natural resources encountered during the reporting period and the corresponding mitigation measures taken, with a focus on vulnerable groups (e.g. the poor, landless, female headed households, people with physical disabilities, children etc.).</i>
Biodiversity & Natural Resources	<i>Please list the risks and impacts in relation to biodiversity, natural resources (flora and fauna) as well as ecosystem services encountered during the reporting period and the mitigation measures implemented,</i>
Indigenous Peoples	<i>Please describe the risks and impacts from activities undertaken during the reporting period in relation to indigenous peoples, ethnic minorities or underserved traditional local communities and the mitigation measures taken (e.g. FPIC protocols).</i>
Cultural Heritage	<i>Please list the risks and impacts from activities during the reporting period in relation to tangible and intangible cultural heritage as well as the mitigation measures implemented.</i>
Stakeholder Engagement / Grievance Management	<i>Please list the risks and impacts from activities during the reporting period as well as the mitigation measures implemented in relation to stakeholder engagement (information disclosure, consultation, negotiation), social inclusion and empowerment of socially discriminated or marginalized groups as well how grievance have been addressed.</i>

ESHs CAPACITY BUILDING AND TRAINING
Summarize any ESHs related capacity building or training provided to project staff or communities, incl. any activities in this regard that are foreseen to be provided during the next reporting period.

EXTERNAL ESHS CHECKS		
Have there been any ESHs checks or inspections conducted by local authorities or regulatory bodies during the reporting period?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If yes, please also indicated date of the check and implementing party:</i>
Have there been any ESHs non-compliance(s) of national law or any other regulations reported during/after the check?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If yes, please describe the nature of non-compliance(s) and any corrective actions:</i>

SERIOUS INCIDENTS AND ACCIDENTS

Summarize any unplanned or uncontrolled serious incident and accident with a materially adverse effect on staff, community members or the environment within the Project's Area of Influence (Aoi) or an event that had the potential to have material or immaterial adverse effects on the Project execution, or gives rise to potential liabilities or reputational risks that could jeopardize the achievement of the Project's overall objectives as encountered during the reporting period. The summary should be based on the detailed "Serious Incident Reporting Template" as annexed to the project's Separate Agreement as well as in the respective ToR of the Consultancy Services and include information on corrective actions taken in order to remedy the effects of the incident and prevent reoccurrence. grievance and complaints and what is foreseen to address outstanding issues.

GRIEVANCE MANAGEMENT

Summarize any grievance or complaint received during the reporting period as well as the status on resolution.

- Workers' complaints and grievances (e.g., related to labor/accommodation conditions) and their resolution;
- Community/third party grievances, any ESHS issues-related legal action/litigation against the project as well as their resolution.

Please provide information on how successful the implementation of the measures taken were to resolve the described grievance and complaints and what is foreseen to address outstanding issues.

LESSONS LEARNED

If there have been lessons learned in regards to ESHS risks and impacts as well as their management during the reporting period, please describe them briefly.

OUTLOOK

Please describe recommendations for ESHS-related adaptive management and actions to be foreseen by the project for the next reporting period (planned activities and results).



Annex 2: Further information on Environmental and Social requirements and management

Overall, the project is intended and expected to have positive environmental and social impacts: in addition to improved governance at both departmental and village-levels, the project will improve natural habitats, forests and watershed conditions, increase water security, fix carbon, improve the supply and availability of forest products of all types, provide direct employment and enhance local livelihoods. Works will be mostly in rural areas and no complex or large-scale construction operations are foreseen. Areas that would require physical resettlement of people, are known for land disputes or where cultural heritage could be endangered will not be considered eligible for financing and will be avoided through respective exclusion criteria and careful planning. Instead, project activities will take place only where villages are voluntarily willing to participate and have ascertained their Free, Prior and Informed Consent (FPIC) during the first socialization and where willingness is maintained throughout project implementation.

Yet, given the project's open program setting and large spatial coverage the implementation of some of the planned project activities may result in adverse impacts on the environment and the population. While most of these potential impacts are of low-moderate significance and site-specific, such as environmental, occupational or community health and safety aspects in relation to the required civic works for afforestation and community measures and can, thus, be managed through application of standard mitigation measures, the social risks associated with the project require special considerations. According to the findings of the in-depth E&S Scoping conducted as part of the feasibility study in 2020 the most critical social risks are related to possible constraints of land use and access rights (economic displacement), procedural and distributional justice in village-based planning (e.g., elite capture and control), impacts on people of Scheduled Tribes that are considered indigenous as well as related intra- and intercommunal conflicts over the recognition of land tenure rights. In addition to these risks, neither the Meghalaya Basin Development Authority (MBDA), as Project Executing Agency (PEA), nor participating institutions such as the Soil and Water Conservation Department (S&WCD) or the Community and Rural Development Department (CRDD) have sufficient capacity to manage the project in line with international standards.

Due to these social risks, the limited management capacities of the PEA and involved institutions as well as the project's open program setting and spatial coverage, where the definition of project locations and the detailed design for the respective type of interventions has not yet been established, the project has been assigned category B+ status ("substantial environmental and social risks") as per KfW Sustainability Guideline (2022). This precautionary measure allows for the obligatory involvement of KfW's "Competence Centre for Environmental and Social Sustainability" throughout the preparation and implementation of the project and shall ensure that that all applicable safeguards are given due attention and the project implementation team will be provided guidance to execute the project most diligently.

Classified as category B+ the implementation of the Project has to be guided by the following E&S requirements as stipulated by KfW's Sustainability Guideline and as agreed in the Project's Separate Agreement:

- *National laws and regulations;*
- *International conventions and treaties adopted by Indonesia as applicable to the Project;*
- *World Bank Environmental and Social Standards (ESS) 1-10 as described in the Environmental and Social Framework (ESF)⁷;*
- *World Bank Group's Environmental, Health and Safety (EHS) Guidelines⁸ and Industry Specific Guidelines, as applicable (such as, e.g., the IFC Environmental, Health, and Safety Guidelines for Forest Harvesting Operations);*
- *BMZ Guidelines on Incorporating Human Rights Standards and Principles, Including Gender, in Programme Proposals for Bilateral German Technical and Financial*

⁷ <http://pubdocs.worldbank.org/en/837721522762050108/Environmental-and-Social-Framework.pdf>

⁸ [IFC General EHS Guidelines](#)

*Cooperation*⁹;

- For aspects related to labor in addition to ESS 2, the International Labor Organization core standards;
- For land tenure issues the Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests (VGGT)¹⁰;
- For aspects related to law enforcement and (community) patrolling in addition to ESS 4, the Voluntary Principles on Security and Human Rights¹¹ (VPSHR), as well and if applicable, the UN Code of Conduct for Law Enforcement Officials¹², the Basic Principles on the Use of Force and Firearms by Law Enforcement Officials¹³ and IUCN Guidance Note on Human Rights in Law Enforcement (this GN is built on the VPSHR and the WB GPN as referred to above and will be made available once approved by IUCN)

In order to ensure compliance with these requirements the E&S Scoping conducted as part of the Feasibility Study suggested the following safeguard instruments that shall be developed by the Implementation Consultant as part of this Assignment during the Inception Phase.

- **Environmental and Social Management Framework (ESMF):** With the main objective to avoid and manage negative environmental, occupational and community health and safety risks (ESS 1, 2, 3, 4, and 6) potentially caused by the implementation of project activities at the village level, the ESMF shall provide the procedures and tools to be applied for the identification and assessment of these risks, for the preparation of the required mitigation measures as well as for the corresponding monitoring and reporting on E&S compliance. As such, the ESMF includes E&S screening and eligibility checks against exclusion criteria, risk assessment and categorization, definition of applicable safeguard instruments, as well as requirements for their diligent implementation, monitoring and reporting at the village-level. Depending on the risk significance of project activities, there will be two main types of safeguard instruments that may result from the ESMF and that will have to be applied, chiefly (but not limited) at the village-level as part of the Village Plans (VPs):
 - (i) Environmental and Social Management Plans (ESMPs) mainly required for construction or rehabilitation works with substantial material input and moderate E&S risks; and
 - (ii) Environmental and Social Codes of Practice (ESCOPs) chiefly required for lower risk activities that involve basic physical work without the use of heavy machinery or equipment and limited material input;
- **Community Engagement and Planning Framework (CEPF):** Apart from the environmental, occupational and community health and safety risks of the Project, some of its activities will inevitably result in restrictions on land use and access to natural resources which are anticipated to adversely impact on local subsistence livelihoods. Although considered a community-based Project which will not involve the compulsory acquisition of land under eminent domain WB ESS 5 still requires a) the use of an adequate community decision-making process based on voluntary, informed consensus; and b) the adoption of appropriate measures to mitigate adverse impacts on vulnerable community members and in particular on people that would disproportionately suffer from livelihood losses. The appropriate safeguard instrument to adhere to these requirements is a CEPF, which sets out the step-by-step procedures for stakeholder engagement and decision-making at the village-level, especially on how decisions on land use change and restrictions are made, how mitigation of potential livelihood losses, in particular on the most vulnerable community members (women, elderly or ethnic minorities etc.), are considered and grievances will be managed. As such, the CEPF includes key elements of WB ESS 5 on eligibility and entitlements for compensation/restoration of livelihood losses, a Technical FPIC Guideline on how to ascertain the Free Prior and Informed Consent (FPIC) of villages

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¹⁰ <http://www.fao.org/docrep/016/i2801e/i2801e.pdf>

¹¹ <http://www.voluntaryprinciples.org/wp-content/uploads/2019/12/TheVoluntaryPrinciples.pdf>

¹² <http://www.ohchr.org/Documents/ProfessionalInterest/codeofconduct.pdf>

¹³ <http://www.ohchr.org/Documents/ProfessionalInterest/firearms.pdf>

in line with WB ESS 7, as well as WB ESS 10 on community consultation, information disclosure and grievance redress. While the CEPF details out the requirements for community engagement and planning at a framework-level it will be operationalized at the village-level, chiefly through the representative Village Implementation Committees (VIC) and by applying Village Land Use Planning (VLUP) through Participatory Rural Appraisal (PRA) exercises that form the basis of Village Plans (VP), such as Micro-watershed Plans (MWP), and Forest Protection Agreements.

After two three safeguard instruments have been developed during the Inception Phase to the satisfaction of KfW (No Objection required), the corresponding requirements shall be implemented, monitored and reported on diligently and completely throughout the entire project implementation.

Environmental and Social Tasks for developing and implementing the E&S safeguards

For ensuring that the project is planned and implemented in compliance with national laws and the requirements stipulated by the Relevant Standards mentioned above, the Consultancy Services to be provided by the international and national E&S Expert include the following tasks:

Inception Phase

- I. Prepare the ESMF and CEPF in line with the Relevant Standards as of KfW's Sustainability Guideline (2022) and ensure that all accompanying safeguard instruments prescribed by these documents are integrated in the Project planning, implementation, budget, monitoring and reporting arrangements. The ESMF and CEPF shall be based on a pre-determined Table of Content (ToC) that will be made available to the winning bidder.
- II. Any deviation from these ToC requires KfW's No Objection. The document development involves the following steps:
 - Familiarization with available documents: The Consultant will compile up to date project information relevant for the assignment (desk review), including the E&S Scoping conducted as part of the Feasibility Study, an assessment of the quality and representativeness of available environmental and/or socio-economic baseline data, lessons learned from similar projects in the region (please check World Bank Website etc.), where available.
 - Field visits and engagement with stakeholders: Developing the ESMF and CEPF should build as much as possible on existing procedures and be aligned with stakeholder expectations. To ensure this requirement, data collection and consultation processes for developing the ESMF and CEPF will include field visits to Project sites that are representative for informing the document development, namely preliminary community profiles/baselines, stakeholder analysis, impact assessment, participatory decision-making processes etc. The selection of field visit sites/communities will be based on a stratified sample. Possible selection criteria could be the following but should be reevaluated and established by the Consultant:
 - Accessibility: Access the impacted villages by road and possible mobility of villagers to access markets;
 - Ethnicity: Differences in culture and ethnic identity;
 - Livelihoods: Differences in the main livelihood strategies – agriculturalist, agro-pastoralist, pastoralist, fishing, etc.;
 - Dependency: Dependency of household livelihoods on livelihood activities and outcomes that could fall under purview of project related restrictions;
 - Impact: Difference in types of project-related positive and negative impacts and their spatial distribution.

Site visits and field work shall be carried out in cooperation with the local partner institutions as appropriate. Especially in the social context, information shall be obtained from local communities, using to the extent possible in the scope of the mission, participatory rural appraisal (PRA) methods based on a mix of qualitative and quantitative data collection techniques, including focus group discussions. Institutional

stakeholders relevant in the context of the environmental and social aspects of the Project (as applicable), including but not limited to environmental agencies/administrations, institutions related to water resources management, institutions related to forestry and agriculture, protected areas' managements as appropriate as well as relevant social institutions shall be consulted during the mission, for example through key informant interviews and multi-stakeholder workshops.

Though field work would be required to develop the ESMF and CEPF no actual on-the-ground project activities – apart from pilot activities to inform the document development – should be undertaken prior to KfW approval and No Objection to the documents. This also means that the preliminary survey to be undertaken to inform the ESMF/CEPF is not the project's quantitative socio-economic baseline survey required for MRE purposes at the village-level. Yet, the ESMF/CEPF should inform the methodology and provide additional proxy indicators for establishing the socio-economic survey.

- Alignment of ESMF and CEPF with the technical design and log frame: The ESMF and CEPF are important management tools which inform the project planning, implementation and MRE processes. As such they require diligent integration and alignment with the overall project approach and Operational Manual as well as the Project budget and MRE system.

Note: Community involvement and provision of livelihood alternatives is neither an act of charity depending on the good-will of a project nor just means for reducing human pressures on natural habitats by offering resource dependent users ways to partially or completely substitute ecologically damaging activities for more sustainable ones. It is a legal obligation derived from the Universal Declaration of Human Rights (UDHR), legally binding commitments of the parties to the Convention on Biological Diversity (CBD) as well as the Standards of KfW's Sustainability Guideline (2022) that in sum carries the ethical responsibility to "do no harm" to people and to provide a remedy as a form of compensation in cases of violation. Therefore, it is important to include sufficient funds in project budgets for livelihood compensation/restoration and improvement efforts, in particular where negative impacts on livelihoods are anticipated. A lack of resources does not justify not providing compensation/restoration measures at the spatial scale and extent of livelihood losses at which the impacts are felt. Project activities that have associated negative livelihoods impacts beyond the Project's financial resources to mitigate these impacts to acceptable levels (pre-displacement) run the risk of violating KfW requirements and should therefore be amended or not to be preceded at all. Thus, any financial values suggested in the Feasibility Study for livelihood support requires further refinement as part of this Assignment in order to come up with values that are proportionate to the actual livelihood losses at the community level and can sufficiently restore livelihoods to pre-displacement levels for the most and disproportionately affected and vulnerable members as well as improve the standard of living at the community level.

- III. Strengthen the capacities of the PEA in regards to the implementation of the ESMF and CEPF by conducting respective trainings and capacity building activities;

Implementation Phase

- IV. Supervise and assist the PEA in ensuring the diligent implementation of the ESMF and CEPF. Specific tasks will fall into the following areas, but are not limited to:
 - *ESMF*
 - Screening and categorization of all proposed subprojects along their corresponding potential adverse environmental and social risk and impacts through filling the respective E&S checklists;

- Specifying measures for managing, mitigating and monitoring environmental and social impacts during project operation as well as preparation and implementation of site-specific ESMPs and ESCOPs;
- For procurement of works:
 - o Assist in preparation of the bidding documents to ensure that all TORs and contracting terms (civil works as well as TA) include clear provisions/ESHS clauses for the delivery of services;
 - o Tailor KfW's Standard ESHS Works Requirements to the specific contract requirements; Include costs for staff, measures and works related to the implementation of required ESHS measures in the overall cost estimation and in the Bill of Quantities. As appropriate, this may include ESHS supervisors and managers, ESHS liaison officers in charge of relations with external stakeholders and project affected people, equipment related to ESHS tasks (e.g. for transport, computers, communication);
 - o Adjust the specific requirements for ESHS including preparation of ESMP/ESCOP and sub-plans in the Bidding Documents accordingly.
 - o Define appropriate qualification criteria for the ESHS capacity of the contractors commensurate with the assignment requirements, but acknowledging the limited expertise and experience among local contractors with international ESHS standards. ESHS criteria shall not be formulated in a manner unnecessarily restricting the competition.
 - o Assist the PEA to determine whether the Bidder is substantially responsive (i.e. without deviation, reservation or omission) to KfW's ESHS requirements as specified in the valid version of KfW's SBD for the Procurement of Works and has provided suitable references. This includes the assessment of the Bidder's proposed ESHS Methodology, Management Strategies and Implementation Plans, the suitability of the Code of Conduct as well as the availability of suitably qualified ESHS experts among their key personnel and their references, required to manage the key ESHS risks of the Project;
 - o Ensure that ESHS specific issues are emphasized and inform that upon contract award, the successful Bidder must comply with the agreed Code of Conduct;
 - o Check that all relevant ESHS aspects are duly covered in the Contract.
 - o Review and verify the accuracy of contractors' ESMPs and/or ESCOPs. Propose amendments as necessary;
 - o Inform the Contractor that relevant works shall not commence prior to the Consultant's approval of the contractors ESMP/ESCOP and satisfaction of appropriate measures in place to address ESHS risks and impacts;
- For implementation of works:
 - o Approve after due revision the contractor's ESMP/ESCOP and, during the execution of the works, instruct the Contractor to update the ESMP/ESCOP if it becomes necessary. The revised version shall highlight the new elements incorporated in the document;
 - o Supervise the contractor's implementation of the ESMP or ESCOP and report on compliance of the contractor with the ESMP/ESCOP and ESHS Works Requirements. This includes health and safety performance and conformance with labour and working condition standards, in case of severe ESHS violations (and in particular OHS

- risks to life), the Consultant shall suspend (sub-)works until the Contractor has rectified the situation;
- Document Contractor's non-conformances and follow-up on correction/remediation;
 - Check if the Contractor provides instructions and required trainings to workers, subcontractors and suppliers to assure that they understand their respective ESHS requirements and comply with it;
 - Advise the contractor on the ESHS risks and impacts of any design change proposals and the implications for compliance with ESHS requirements, consent/permits and other relevant project requirements;
 - Review the Contractor's progress reports, and check if detected non-conformities are documented and analyzed and are addressed by corrective actions. Documentation shall include a digital photograph and with captions to provide a visual illustration, explicitly indicating the location, date of inspection and the non-conformity in question;
 - Follow-up on the resolution of any complaints or grievances in relation to ESHS;
 - Inform the PEA on any ESHS related situation that might arise which could jeopardize the successful completion of the Project. Reflect such situations in the periodic reporting.
 - Supervise that non-conformities are addressed through measures adapted to the severity of the situation and which include but are not limited to the suspension of (sub-)works and/or of payments in accordance with the contract.
 - Undertake regular site visits to sub-project sites and workers camps for verifying the implementation of the specific E&S safeguard instruments and the related measures described therewith, including the verification of stakeholder engagement, as well as ensuring that in the event of a noncompliance, agreed remedial actions are agreed to be applied and documented;
 - Organize and monitor the reporting of serious incidents and accidents;
- *CEPF*
- Ensuring the robustness and inclusiveness of the community engagement, planning and participatory decision-making process by adhering to the FPIC Guideline;
 - Providing inputs on proxy indicators for establishing the socio-economic baseline and measuring that livelihoods have actually been improved by Project activities (here close cooperation with the staff responsible for establishing the socio-economic baseline survey for the MRE of project outcomes is required);
 - Ensuring that potential impacts resulting from access and use restrictions on all groups in the project area are perceived completely (e.g., the loss of access to natural resources, and associated loss of income) at the village-level, with a focus on the most vulnerable and disproportionately affected;
 - Safeguarding that any agreement on access restrictions, eligibility criteria and entitlements for compensation and livelihood restoration adhere to the respective CEPF provisions (here close cooperation with the Village Forest Management Planning Specialists, or similar, is required);
 - Ensuring that livelihood intervention design is both demands driven and sustainable in ways that expected benefits continue even after the project's end

(here close cooperation with respective Livelihood Development Specialists, or similar, are required);

- Ensuring that voluntary land donations, resettlement and evictions are conducted in line with the requirements of the CEPF;
- Ensuring land tenure security for participating communities through agreements between the project/ the PEA and the community so that community lands will remain in the hands of the communities even after the project financing ends (e.g., through a MoU);
- Operationalizing the Grievance Redress Mechanism (GRM), including the follow-up on the resolution of any complaints or grievances in relation to environmental and/or social matters;

- V. Assist the PEA in the reporting, monitoring and evaluation in regards to the implementation of the requirements stipulated by the ESMF and CEPF as part of the periodic and progress reports and in form of the “E&S Compliance and Performance Reporting Template” that will be made available to the winning bidder.

Specific emphasis shall be put on the following questions, but not limited to:

- Have all civic works and small infrastructure sub-projects at the village level been implemented in line with the requirements of the ESMF, namely by adhering to ESCOP and/or ESMP measures?
- Have all villages been consulted in accordance to the CEPF requirements and given their FPIC to participate in the project;
- Have all people received all the assistance (compensatory and livelihood restoration measures as of the entitlement matrix) for which they are eligible, and, thus, been provided with adequate opportunity to reestablish their livelihoods to pre-displacement levels;
- Have vulnerable and disproportionately affected people been inclusively consulted, given a voice in the land use planning and received specific compensatory and livelihood measures?
- Have the livelihoods of the target group been improved based on clearly established livelihood improvement proxy indicators as part of the socio-economic baseline survey?
- Have voluntary land donations of small private land plots been made in line with the requirements of the CEPF?
- In case of evictions have these been conducted in line with CEPF requirements?
- Has land tenure security for participating communities been ensured and safeguarded through agreements between the project/ the PEA and the community so that community lands will remain in the hands of the communities even after the project financing ends (e.g., through a MoU)?
- Have all grievances in relation to livelihood restoration been responded to and be declared as solved? Etc.

- VI. Assist the PEA in the promptly reporting of any event, serious incident or accident as described in the Reporting Requirements stipulated in the Project’s Separate Agreement and in the form of the “Serious Incident Reporting Template” that will be made available to the winning bidder.

- VII. Provide capacity building to the PEA and, if necessary, relevant actors at village-level in regard to the implementation of the ESMF and CEPF through organizing respective

trainings throughout the Project implementation phase and sharing experience in the development of the respective village-level management plans;

Close-out Phase

- VIII. Assist the PEA in preparing the Project's Close-out Report in regard to the diligent implementation of all requirements as stipulated by the ESMF and CEPF;

It is recommended to focus the workload of the International E&S Expert on the safeguard development during the inception phase and have the National E&S focus on actual implementation and MRE.

As the ESMF and CEPF are mutually overlapping with various aspects of the technical project design and other Operational Procedures required to be part of the Operational Manual, the E&S Experts are expected to closely work together with any other key staff to be employed by the project, such as people involved in the establishment of the socio-economic baseline survey design for the MRE of project outcomes, Livelihood Development Specialists, Village Forest Management Planning Specialists, GIS Specialists, Patrolling Specialists or similar, in order to ensure that their tasks are aligned with the respective requirements stemming from the ESMF/CEPF. This shall be illustrated in the proposal through a respective flow chart detailing out the different roles and responsibilities.

Annex 3: Results Matrix (provisional)

Name of component

**Climate Change Adaptation Programme in the Himalayas – Component III:
Protection of Vulnerable Catchment Areas in Meghalaya**

Project no. (BMZ-No.)

2015 67 643, 2015 67 650

Country/Region

India

Results matrix compiled on

18.05.2022

Objectives	Indicators	Sources	Assumptions
<p>DC-Programme objective: <i>Public and private sector interventions improve sustainable natural resource management, minimize the risks of climate change and increase productivity, income and employment in rural areas</i></p>			<i>Do not fill!</i>
<p>Project outcome: <i>Climate resilience of treated ecosystems and watershed livelihoods in the selected project areas is increased</i></p>	<p>Indicator 1: <i>Forest cover is maintained while crown coverage is increased</i> <i>Baseline value: tbd in the baseline study</i> <i>Target value: tbd in the baseline study</i></p>	<ul style="list-style-type: none"> • <i>Baseline study from the inception phase</i> • <i>Reports of MBDA</i> • <i>Consultant reports</i> • <i>External monitoring report</i> • <i>Household surveys</i> 	<p><i>Refer to assumptions related to the project outcome.</i></p> <p><i>Government of Meghalaya supports and promotes implementation of its new Water Policy of 2019.</i></p> <p><i>Umiew and Ganol are declared as Critical Catchments under the Meghalaya Protection of Catchment Area Act 1990.</i></p>
	<p>Indicator 2: <i>Total income as well as income diversity of target population increased</i> <i>Baseline value: tbd in the baseline study</i> <i>Target value: tbd in the baseline study</i></p>		
	<p>Indicator 3: <i>Water discharge and quality has increased by rejuvenating natural sources of water, adopting water conservation and harvesting measures, enhancing their ecological and hydrological processes and by that</i></p>		

	<p><i>reducing climate vulnerability of the target group.</i></p> <p><i>Baseline value: tbd in the baseline study</i></p> <p><i>Target value: tbd in the baseline study</i></p>		
	<p>Indicator 4: <i>Innovative mechanisms (including Payment for Environmental Services (PES) and new administrative structure of catchment areas) for planning and management of natural resources are established and financed by the Government of Meghalaya.</i></p> <p><i>Baseline value: tbd in the baseline study</i></p> <p><i>Target value: tbd in the baseline study</i></p>		
<p>Outputs:</p> <p><i>Output 1: Knowledge-based participatory planning and implementation and capacity building</i></p>	<p>Indicator 1.a.: Training Needs Assessment (TNA) has been undertaken and training programmes are conducted.</p> <p>Baseline value: tbd</p> <p>Target value: tbd</p> <p>Indicator 1.b.: Knowledge management and communication strategy is developed and implemented.</p> <p>Baseline value: tbd</p> <p>Target value: tbd</p> <p>Indicator 1.c.: Number of published papers in Indian or international reviewed journals as output of a cooperation with a consortium of regional and (inter-)national universities or research institutions to conduct applied research on impacts of land use forms and land use practises on water balances.</p> <p>Baseline value: tbd</p> <p>Target value: tbd</p>	<p><i>All information from regular project monitoring reports</i></p>	<p><i>Political stability in Meghalaya</i></p> <p><i>No major natural disasters occur during project period</i></p> <p><i>Sufficient local labour is available for implementation of project activities</i></p> <p><i>Efficient, effective, and timely budget planning by the Government of Meghalaya and MBDA</i></p> <p><i>Sufficient capacity of local communities to supply seedlings for the project</i></p> <p><i>Free prior and informed consent is sought before preparation of MWPs</i></p> <p><i>Traditional institutions agree to cooperate in the management of the catchment and allocate land for watershed treatment</i></p> <p><i>Land on both sides of the main rivers is recognized as community reserve through community consultations</i></p>

<p><i>Output 2: Forests and other ecosystems of the selected catchment areas are enhanced</i></p>	<p>Indicator 2.a.: Micro Watershed Plans (MWP) including appropriate soil and water conservation measures are developed and integrated into respective catchment area plans (CAPs). Baseline value: 0 Target value: 39 MWPs (26 for Ganol and 13 for Umiew)</p> <p>Indicator 2.b.: Area under protection and sustainable forest management (including riverside plantations) increases. Baseline value: tbd Target value: 6340 ha</p> <p>Indicator 2.c.: Area under grassland management practices increases. Baseline value: tbd Target value: 2080 ha</p> <p>Indicator 2.d.: Area of land effected by fires reduced. Baseline value: tbd Target value. tbd</p>		<p><i>Landowners, farmers and traditional institutions are willing to adopt SALT practices in bun cultivated and Jhum areas</i></p> <p><i>Shillong and Tura city authorities are willing to share the water charges with the community institutions managing their project assets</i></p>
<p><i>Output 3: Livelihoods of the vulnerable communities in the catchment areas improve</i></p>	<p>Indicator 3.a.: Agricultural area that has formerly been Jhum (Ganol) or Bun (Umiew) cultivated is managed through SALT or modified SALT practices respectively. Baseline value: tbd Target value: 630 ha (Ganol) + 1800 ha (Umiew) = 2430 ha</p> <p>Indicator 3.b.: Payment for Environmental Services (PES) is piloted. Baseline value: tbd Target value: tbd</p>	<p><i>All information from regular project monitoring reports</i></p>	

	<p>Indicator 3.c.: Water harvesting, storage and improvement structures are developed for livelihood activities. Baseline value: tbd Target value: tbd</p> <p>Indicator 3.d.: O&M system is established and operational. Baseline value: tbd Target value: tbd</p> <p>Indicator 3.e.: Number of people with increased resilience towards water scarcity has increased. Baseline value: tbd Target value: tbd</p> <p>Indicator 3.f.: Return of investments of livelihood interventions meets the expectations. Baseline value: tbd Target value: tbd</p>		
<p><i>Output 4: Adoption of best-practice project management</i></p>	<p>Indicator 4.a.: SPMU, CMUs and VICs are established and operational. Baseline value: tbd Target value: tbd</p> <p>Indicator 4.b.: A comprehensive M&E system including E&S frameworks and plans is developed and operational. Baseline value: tbd Target value: tbd</p> <p>Indicator 4.c.: Capacity building on ESMF/CEPF requirements, including FPIC, Gender Action Plan and the GRM is regularly provided to the PEA,</p>	<p><i>All information from regular project monitoring reports</i></p>	

	implementing agencies, local facilitators and communities. Baseline value: tbd Target value: tbd		
<p>Activities within the project</p> <p><i>Activities under Output 1:</i></p> <ul style="list-style-type: none"> - <i>Village Implementation Committees (VIC) receive support through village facilitators</i> - <i>Establish knowledge management and communication strategy and systems (project website is developed and made operational, project learnings are documented etc.)</i> - <i>Conduct TNA</i> - <i>Design and implement training programmes</i> - <i>Build capacity of the target community for livelihood promotion and catchment management</i> - <i>Cooperation with a consortium of regional and (inter-)national universities or research institutions to conduct applied research on impacts of land use forms and land use practices on water balances</i> <p><i>Activities under Output 2:</i></p>	<p><i>Do not fill!</i></p>	<p><i>Do not fill!</i></p>	<p><i>Watershed Department has well established watershed planning framework</i></p> <p><i>MBDA has sufficient infrastructure to provide training to the stakeholders</i></p> <p><i>Communities are open to try agriculture practices other than bun cultivation and Jhumming.</i></p> <p><i>Sand and silt mining units along the Umiew river and its tributaries are willing to cooperate</i></p> <p><i>Technical support staff are available in Meghalaya and can be retained during the project period</i></p>

<ul style="list-style-type: none"> - <i>Micro-watershed plans in accordance to well accepted national standards are developed</i> - <i>Forests are protected and restored through natural regeneration, afforestation and plantations based on forest protection agreements</i> - <i>Community nurseries are established</i> - <i>Soil and water conservation measures in open forest areas, grassland and culturable wastelands are performed</i> - <i>Multi-purpose plants are used for soil stabilization</i> - <i>Drainage line treatment with civil structure and vegetative means is undertaken</i> - <i>Forest fires are controlled</i> - <i>Water, silt and weather monitoring stations are established</i> - <i>Spring sheds are developed</i> 			
<p><i>Activities under Output 3:</i></p> <ul style="list-style-type: none"> - <i>Community livelihood plans (forestry, horticulture, agriculture) are developed through consultation</i> - <i>Primary water harvesting structures are made under</i> 			

<p><i>the project and water distribution system is developed by the GoM</i></p> <ul style="list-style-type: none"> - <i>Horticulture is promoted</i> - <i>SALT is promoted and training on SALT is conducted</i> - <i>Producing of seedlings</i> 			
<p><i>Activities under Output 4:</i></p> <ul style="list-style-type: none"> - <i>Catchment management units (CMU), Village Implementation Committees (VIC) and state project management unit (SPMU) are established, and professional staff is recruited in time as per the HR plan</i> - <i>Comprehensive M&E system is developed and implemented</i> - <i>Social audit of the project is conducted</i> - <i>Environment and Social Management Framework (ESMF) and Community Engagement and Planning Framework (CEPF) is developed and adopted</i> - <i>Grievance redress mechanism (GRM) is established</i> - <i>Administrative, fiduciary and procurement systems</i> 			

<p><i>acceptable to KfW are setup</i></p> <ul style="list-style-type: none">- <i>Progress of the project is reported semi-annually to KfW</i>			
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PART 3 – CONTRACT FORM

Section VIII. Contract for Consulting Services

Between the Employer and successful Consultant, a Contract will be signed as per the attached Model Contract for Consulting Services.

Terms and Conditions Applicable to the Template Contract for Consulting Services

1. Terms and Conditions

1. *Conclusion of a contract.* By using this Model Contract (or sections thereof), every User of the Model Contract (hereinafter "User") acknowledges the following Terms and Conditions. These Terms and Conditions are agreed between each User and KfW without requiring that KfW receives the User's acceptance of the Terms and Conditions associated with the use of the Model Contract.

2. *Liability of KfW.* KfW assumes no liability for damages arising from or in connection with the use of the Model Contract, except for intent, gross negligence and injury to life, body or health.

3. *Limitation of the responsibilities of KfW.* KfW has prepared the Model Contract as an example of a contract for consulting services, for which KfW grants its consent in principle. However, KfW assumes in particular no obligation for the review of:

- the legal and factual accuracy of the Model Contract by obtaining internal or external legal advice,
- the factual accuracy of the circumstances underlying the Model Contract,
- the suitability of the Model Contract for the purposes of the User,
- the balance of the Model Contract versus the individual interests of the specific User,
- the contractual drafts prepared using the Model Contract that are submitted to KfW, e.g., for consent, and
- the need to update the Model Contract in the event of changes in legislation.

4. *Obligations of the User.* Every User shall:

- use the Model Contract only after performing a thorough individual review and making the necessary modifications for the specific circumstances.
- engage legal counsel to review the contractual draft based on the Model Contract prior to the conclusion of a contract, in order to investigate the enforceability and effectiveness of the contract under the applicable legislation.

II. Notes for the User

KfW expressly refers every User of the Model Contract to the following:

- The Model Contract was not developed based on any specific legal jurisdiction; instead, the choice of governing law is left to the contracting parties. KfW has not investigated whether modifications of the Model Contract are necessary so that it can be used under the respective potential jurisdictions.
- The Model Contract must be adapted to the individual needs of the specific User and should only be signed after the User has reviewed whether the specific contractual provisions are suitable for his individual purposes.

III. Structure of the Model Contract

Section 1: General Conditions – these include the general underlying contractual provisions. Changes in this section usually have a significant impact on the contract and require the prior consent of KfW.

Section 2: Special Conditions – these include the specific details of each individual case. Any modifications or deviations based on the specifics of the project or due to contractual negotiations can be included here.

Section 3: Annexes – depending on the contents, these are either project specific (e.g., TOR, Time Schedule) or generally defined (e.g., Declaration of Undertaking).

June 2021

CONSULTING CONTRACT

dated

[●]

between

[●]

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

and

[●]

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

Relating to project “Climate Change Adaptation Programme in the Himalayas, Component III: Protection of Vulnerable Catchment Areas in Meghalaya”

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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^{14,15}

“**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-

¹⁴ 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.

¹⁵ 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.

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 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).

1.8.4 In case of a JV, the consortium manager shall be responsible towards the Employer for all aspects relating to this Consulting Contract. In particular payments under this Consulting Contract will be made exclusively to the consortium manager on behalf of the entire consortium. The consortium manager hereby represents and warrants that it is entitled to enter into this Consulting Contract on behalf of the JV and to create the joint and several liability of the members of the JV.

**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**

- (c) The Consultant shall, and shall ensure that its representatives, agents and employees will, ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender-based violence) and, consequently:
- (d) comply with and ensure that all their subcontractors and major suppliers, i.e., for major supply items, comply with international environmental and labor standards, consistent with applicable law and regulations in the country of implementation of the Contract and the fundamental conventions of the International Labour Organization (ILO) and international environmental treaties; and
- (e) 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.

**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 organizations 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
**STANDARD AND
SPECIAL SERVICES**

3.2.1 In addition to the Services specified explicitly in the Contract, the Consultant shall also perform all other services, if necessary, that are not listed under the contractual services, but are customarily required in order to properly discharge the contractual obligations ("**Standard Services**"). The Standard Services shall be fully compensated through the Agreed Remuneration.

3.2.2 "**Special Services**" are services that are not explicitly specified in this Consulting Contract and are not Standard Services, but must necessarily be delivered by the Consultant in order to properly perform its duties under this Consulting Contract, because the external circumstances of service performance have changed unexpectedly, or because the Consultant has suspended the Services pursuant to Paragraph 4.5 [*Force majeure*], or because the Employer, with the prior written consent of KfW, requires services that were not included in the invitation to tender but are necessary.

**3.3
DUE DILIGENCE**

Except to the extent otherwise stipulated in this Consulting Contract, or otherwise legally stipulated within the Country or within another legal system (including, without limitation, the legal system applicable in the Consultant's jurisdiction) by provisions that impose higher diligence standards than this Consulting Contract, in which case and to which extent such other diligence requirements shall apply, the Consultant shall perform its obligations under this Consulting Contract with due diligence and provide the Services in compliance with professional practice and the recognized quality standards, and in accordance with current scientific and generally accepted engineering standards. The Consultant must document its work, the progress of the Project and the decisions it takes in an appropriate form that is acceptable to the Employer and, in the case of any Services which are not remunerated on a lump-sum basis, compliant with the requirements arising from Paragraph 5.8 [*Auditing*].

**3.4
REPORTING AND
INFORMATION**

- 3.4.1 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. Unless otherwise agreed in the Special Conditions and/or the Terms of Reference and, in case of long-term assignments such as construction management, training or operational support, the Consultant shall prepare and deliver to the Employer and KfW quarterly reports, and following the conclusion of the Services a final report covering the entire Completion Period. The reports shall include a comparison of targeted and actual costs of the planned activities; the progress of construction; developments in the time frame; financial developments; and information on any events or circumstances which may jeopardise the fulfilment of any of the Consultant's obligations or the implementation of the Project, and identification of possible solutions.
- 3.4.2 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.
- 3.4.3 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.

**3.5
STAFFING**

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 If anyone of the Consultant's staff becomes unavailable or otherwise inhibited in the performance of its work (including, without limitation, due to sickness), for more than one month, the Consultant shall upon request of the Employer replace this staff member with another staff member. The foregoing shall be without prejudice to any other rights of the Employer under this Consulting Contract, including, without limitation, under Paragraph 4.6 [*Suspension or Termination*].
- 3.5.4 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.
- 3.5.5 Staff shall only be replaced after prior written approval by the Employer, such approval not to be unreasonably withheld. The exchange or replacement of key staff according to the Staffing Schedule (Annex 5) specified by name shall require the prior written approval of KfW.
- 3.5.6 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.

**3.6
CONTACT PERSON OF
THE CONSULTANT**

- 3.6.1 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.
- 3.6.2 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.

**3.7
INDEPENDENCE OF
THE CONSULTANT**

The Consultant undertakes that neither the Consultant nor any person or enterprise associated with the Consultant as set out in the Declaration of Undertaking shall bid for the Project as manufacturer, supplier, or building contractor. This prohibition also applies to any bidding for any further consulting services, insofar as such consulting services might lead to a restriction of competition or a conflict of interests. Any violation of this stipulation entitles the Employer to the immediately terminate this Consulting Contract and require the reimbursement of any and all costs incurred by the Employer up to the time of such violation as well as compensation for any and all losses and damages incurred by the Employer as a result of such termination.

**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 AMENDED SERVICES**
- 4.3.1 Subject to the prior written consent of KfW, the Employer shall be entitled to require at any time an amendment of the Consulting Contract (any amended or additional services or amended deadlines/periods for execution – “Amended Services”).
- 4.3.2 In this case, the Agreed Remuneration and the Completion Period shall be adjusted accordingly by mutual agreement of the Parties. The Consultant shall submit proposals for performance of and remuneration for the Amended Services.
- 4.3.3 The Consultant shall execute the Amended Services if the Employer agrees, in writing, to the remuneration proposal.
- 4.4 IMPEDIMENT**
- 4.4.1 If the performance of the Services is impeded or delayed by the Employer or the Employer’s contractual partners (“impediment”) and such impediment leads to an increase in the costs, the scope or the duration of the Services, the Consultant shall immediately notify the Employer of the circumstances and the possible consequences.
- 4.4.2 If an impediment is caused by the Employer’s wilful misconduct, intent or negligence, the Consultant shall be entitled to reimbursement of the costs incurred by it as a result of such impediment, provided that the Consultant proves the incurrence of these costs to the Employer.
- 4.5 FORCE MAJEURE**
- 4.5.1 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.
- 4.5.2 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.

4.5.3 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*].

4.5.4 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 willful misconduct or negligence.

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

4.6 SUSPENSION OR TERMINATION

4.6.1 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 minimized. 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.

- 4.6.2 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.
- 4.6.3 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.
- 4.6.4 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 willful misconduct or negligence.

- 4.6.5 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.
- 4.7
BREACH OF
PARAGRAPH 1.13**
- 4.7.1 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.
- 4.7.2 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.

**4.8
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;
- (b) time-based services; or
- (c) a combination of lump sum services and 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.
- (d) The remuneration for Special Services is included in the Contract Value. Notwithstanding, the Consultant shall only be entitled to a separate remuneration for Special Services if the Services are amended, the Special Services therefore constitute Amended Services and a separate remuneration for the Special Services has been agreed pursuant to paragraph 4.3. [*Amended Services*].

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*] stating Contract Value, previous cumulative expenses, current expenses, cumulative expenses and remaining budget. The instalments shall be reduced on a pro-rata basis by (i) the advance payment and (ii) the retention amount as agreed in the Special Conditions.

- (c) The minimum amount for an invoice is EUR 20,000, except for the final payment.
- (d) 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*] stating previous cumulative expenses, current expenses and remaining budget as well as the date, price and exchange rate and the Euro equivalent amount, if applicable.

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

5.4 LIMITATIONS

- (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.
- (b) If, in case of a time-based remuneration, (a) the remuneration which is payable to the Consultant under this Consulting Contract has accumulated to an amount equivalent to 70% of the Contract Value and (b) in the reasonable opinion of the Consultant, the final date of the Completion Period as set out in the Special Conditions will be postponed and therefore, the Contract Value will be exceeded, then the Consultant shall immediately inform the Employer thereof in writing together with (i) an updated timeline, (ii) the forecast for additional costs, based on the terms as agreed in the Special Conditions and (iii) justification that the delay has not been caused by the Consultant. The Employer may, in its full discretion upon KfW's prior written non-objection, then agree in writing upon an increase of the Contract Value.
- (c) As soon as the overall payments to the Consultant under this Consulting Contract have reached an amount equivalent to 70% of the Contract Value, payments will only be made subject to the conditions that (i) the Consultant has provided evidence of the Services rendered forthwith in accordance with Paragraph 3.4

[*Reporting and Information*] satisfactory to the Employer together with the invoice and (ii) written non-objection of KfW has been obtained. For the avoidance of doubt, the Employer has the right to (i) suspend payments or reject any invoice at any time if the Consultant fails to perform its obligations under this Consulting Contract and (ii) to request evidence of Services at any time. The Employer shall also have the right to suspend payment of any lump sum instalment at any stage in the event of substantial deviations from the time schedule. If the payment of instalments is suspended, the Employer must proceed in accordance with Paragraph 5.7 [*Objections to Invoices*].

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.

**5.9
PRICE ADJUSTMENTS**

(a) Price adjustments, if any, will be agreed upon in the Special Conditions.

(b) In case of an increase of the Contract Value, price adjustments of the amount by which the Contract Value has been increased shall be calculated on the basis of the original unit price.

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 AMICABLE SETTLEMENT

Should a dispute arise from or in connection with this Consulting Contract, Parties shall, within 21 days of one party submitting a written request to the other party, endeavor in good faith to settle the dispute amicably.

8.2 MEDIATION

8.2.1 If an amicable settlement cannot be reached within a period of 3 months after the written request pursuant to Paragraph 8.1 [*Amicable Settlement*], the Parties shall, insofar as both sides agree, attempt to settle the dispute in accordance with the Special Conditions by way of mediation prior to initiating arbitral proceedings. Notwithstanding, the Parties may agree to begin mediation immediately. Unless the Parties agree otherwise within a period of 14 days, either party may require that the mediator is appointed by the institution named in the Special Conditions.

8.2.2 Mediation shall begin no later than 21 days after the mediator has been appointed. The mediation process shall be implemented in accordance with the procedure selected by the appointed mediator.

8.2.3 All negotiations and talks held in the course of mediation shall be treated confidentially.

8.2.4 If the Parties accept the recommendations of the mediator or agree to settle the dispute another way, the agreement reached shall be recorded in writing and signed by the representatives of the Parties.

8.2.5 If the dispute is not settled within 3 months after the mediator has been appointed, the dispute shall be settled by way of the arbitration procedure pursuant to Paragraph 8.3 [*Arbitration Procedure*].

8.3 ARBITRATION PROCEDURE

If the Parties do not reach an amicable agreement pursuant to Paragraph 8.1 [*Amicable settlement*] or by way of mediation pursuant to Paragraph 8.2 [*Mediation*], the dispute shall finally and exclusively be settled – except where otherwise stipulated in the Special Conditions – in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by one or several arbitrators appointed in accordance with the Rules. 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 the period starting on the Commencement Date and ending on [●].

“Country”: **Meghalaya State of the Republic of India**

“Project”: **BMZ Nos. 2015 67 643 and 2015 67 650** as further specified in Annex 3.

The proposed Project in the Indian state of Meghalaya is the third component under the Indo-German Programme “Climate Change Adaptation in the Himalaya” with a focus on sustainable community forestry and soil and water conservation. The overall objective of the FC-programme is: Investments in sustainable community forestry models improve natural resources, minimize climate-related risks, and increase rural productivity and income for the local population. The proposed measures under the FC-programme shall serve to improve rehabilitation, protection and sustainable use of forests, their productivity and water resources as well as to develop and strengthen the resilience of forests and vulnerable population against climate change.

The Project concerns climate change adaptation in the Himalaya region through catchment protection with sustainable forest management. The purpose of the Project is to increase the climate resilience of treated ecosystems and watershed livelihoods in the selected Project areas in the state of Meghalaya.

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

[The date on which execution shall be commenced can be identical with the date on which the contract enters into force or it can lie after the date on which the contract enters into force. The date on which execution shall be commenced can be defined in absolute terms (first option) if the timeline of events is fixed or it can be defined relative to the date on which the contract enters into force (second option) if the date on which the contract enters into force cannot be determined in advance. The option that does not apply shall be erased. Usually, between the date on which the contract enters into force and the date on which execution shall be commenced a mobilization phase is planned for, whose length may be up to four weeks depending on nature and scope of the task.]

Ad 1.4: Communication and Language

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

NoticesAddress of the Employer

Postal address [•]

Email: [•]

Phone: [•]

Fax: [•]

Address of the Consultant

Postal address

Email: [•]

Phone: [•]

Fax:

Address of KfW

Postal address

Palmengartenstrasse 5 – 9
60325 Frankfurt
Germany

Email: jonas.mueller@kfw.de

Phone: +49 (69) 7431-8540

Fax: +49 (69) 7431-2944

Ad 1.5: Governing law

The law governing this Consulting Contract shall be Indian law.

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 **two** weeks 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: [•]

[Clarification is required for local taxes and local public duties that may need to be paid or reimbursed, if applicable, differentiated according to e.g. VAT, withholding tax, public duties such as contract registration fees or mandatory fees to a regulatory body, or equivalent. The agreements below should be fully in line with the relevant instructions to consultants in the request for proposal and shall not substantially modify these instructions.]

[Depending on the legal situation governing the Contract the following general cases may occur:

- *the Consultant and its foreign staff are exempted from local taxes and public duties. The legal act testifying the tax exemption should be attached to the Contract,*
- *the Consultant and its foreign staff are subject to local taxes and public duties directly attributable to the Contract*
 - *and the Employer will reimburse the Consultant for these local taxes and public duties paid by the Consultant to the tax authorities*
 - *or the Employer will pay these taxes and duties on behalf of the Consultant to tax authorities.*
 - *In such cases the Contract should specify the nature and amounts of taxes and the procedure of invoicing by the Consultant and the mode of payment by the Employer,*
- *the Consultant and its foreign staff are subject to local taxes and public duties directly attributable to the Contract which will be borne by the Consultant and its staff. In such cases offered prices are considered inclusive of local taxes and public duties, i.e. local taxes and public duties shall be considered to be included in the overhead cost calculation and will not be subject to any separate payment.*

The contractual provisions shall reflect the relevant case]

Ad 2.6: Contact person of the Employer

The Employer's contact person shall be [•].

Contact details [•].

The Employer's deputy shall be [•].

Contact details [•].

Ad Article 3: The Consultant

Ad 3.3: Due diligence

[•]

Ad 3.4: Reporting and information

Report	Delivery	No. of copies (hard/ soft)	
		PEA	KfW
Technical FPIC Guideline	3 months after commencement	2h 1s	1s
ESMF/CEPF	9 months after commencement	2h 1s	1s
Draft Inception Report	12 months after commencement	2h 1s	1s
Final Inception Report	latest 1 month after the receipt of comments to the Draft Inception Report	2h 1s	1s
Semi-annual Progress Reports	latest 1 month after the reporting period	2h 1s	1s
Final Project Completion Report – Draft	latest 1 month before end of Project period	2h 1s	1s
Final Project Completion Report	latest 1 month after the receipt of comments to the Draft Final Project Completion Report	2h 1s	1s

Ad 3.6.1: The Consultant's contact person

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

Ad 3.6.2: 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

[please select:

Lump sum services

- Time based services
- A combination of lump sum and time based services]

- (a) The Contract Value is composed of:
- (i) The amounts referred to in Annex 8 up to an aggregate maximum amount of [●] in [● currency]
 - (ii) [*if applicable*] Other Costs in accordance with Annex 8] up to an aggregate maximum amount of **20,000** in Euro
- [The Contract Value is exclusive of the remuneration for the following options:

- (b) The applicable currency for the Consulting Contract is **Euro**.

Ad 5.2 (a): **General Payment Terms**

[Total amount of the advance payment: EUR [●]
equalling [●] % of the Contract Value [*if applicable*: excluding Other Costs]

Please select

[The provision of an advance payment guarantee is always required if the aggregate advance payment amount exceeds EUR 200,000 (or the equivalent value in another currency. In special cases it may be required below EUR 200,000, depending on the individual circumstances.]

- Prior to any advance payment, the Consultant must present an advance payment guarantee in the entire amount of such advance payment in the form set out in Annex 10. Such guarantee shall be provided as a bank guarantee in favour of the Employer as beneficiary. It 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.
- An advance payment guarantee will not be required.]

5.3: **Payment Conditions**

Please delete such alternatives as are inapplicable [choose A, B or C]:

A) Time based services

[●] EUR advance payment relating to the time-based services

equalling [●] % of the total remuneration for the time-based services]]

Instalments

Instalments will be invoiced on the basis of the Cost Calculation and Invoicing Table (Annex 8) and the unit prices set out therein and substantially in the form of the model invoicing sheet enclosed in Annex 8.

In accordance with article 5.4, once the threshold of 70% of the Contract Value has been reached, invoices must be accompanied by the respective quarterly report.

[If applicable: In derogation of Art. 5.2(b), instalments will be made every [●] months.

Payments shall generally be made quarterly; any more frequent payments need to be approved by KfW transaction management department.]

The advance payment [relating to the time-based services] of [●] EUR will be deducted from each instalment on a pro rata basis. A retention of [●]% will be deducted from each instalment and will constitute the final payment.

[●] EUR as the final payment

[The instalments should be arranged in a way that the final payment for time-based services will amount to approximately 10 %, of the Contract Value.]

B) Other Costs

Other Costs, if any, will be invoiced together with the instalments on the basis of and substantially in the form set out in the Cost Calculation and Invoicing Table (Annex 8) stating the actual costs and exchange rates applied.

Ad 5.5: Invoicing

The Consultant's invoice shall indicate the BMZ-No. (see Definition of "Project" pursuant to Article 1.1).

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: [●]

[where applicable:

IBAN: [●]

BIC: [●]

If the Consultant's account-holding bank is not located in the currency area of the currency of payment:

BIC of correspondent bank: [●]

Ad 5.9: Price adjustment

The following method shall apply to the adjustment of unit prices in Foreign Currency. The unit prices shall be fixed “for a period of please include a period which should not exceed 24 months. For Services which are provided beyond this period, the unit prices shall be adjusted as follows:

$$P_n = P_o * (0.15 + 0.85 * I_n / I_o)$$

P_n = Revised unit price.

P_o = Original unit price (i) valid at the date of expiry of the validity (including any extensions) of the Consultant’s bid.

I_n = Unit price per Index prevailing one month after expiry of the fixed rate and which shall be valid for 12 (twelve) months. If no official Index is available at this time the latest available Index before this date shall be used.

I_o = Unit price per Index applicable at the date determination of the P_o . If no official Index is available at this time the latest available Index before this date shall be used.

I is defined as the Index of the living costs in Germany as published by the German Federal Statistics Office (Statistisches Bundesamt).

Ad 5.6: Payment deadline

Agreed compensation for overdue payments pursuant to Paragraph 5.6
[*Payment Deadline*]: 5 per cent per year, in relation to the outstanding amount.

Ad Article 7: Insurance

- Professional liability insurance and personal liability insurance for the Consultant’s staff. The professional liability insurance shall cover a damage of up to 3 million EUR for bodily injuries and 3.5 million EUR for other damages (property damages and financial losses). The maximum limit of indemnity for all insured events of an insurance year amounts to triple of these sums insured.
- Personal liability insurance
- Equipment insurance
- Motor vehicle and vehicle comprehensive insurance.

Ad Article 8: Disputes and Arbitration Procedure

Ad 8.2: Mediation

The mediator shall be appointed by MBDA and the appointment shall be binding for the Parties¹⁶.

The costs of the mediation and of the mediator’s services shall be shared equally between the Parties.

Ad 8.3: Arbitration Procedure

The place of arbitration shall be New Delhi.

The language of the arbitration procedure shall be English.

(Place, date)

(for the Employer)

(for the Consultant)

List of Annexes

[Note: If one or several of the Annexes are not necessary in the respective 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.]

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

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")¹⁷

To: ("Project Executing Agency")

9. We recognize and accept that KfW only finances projects of the Project Executing Agency ("PEA")¹⁸ 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, reorganization 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 organization, money laundering, terrorist-related offences, child labor 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 1 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 a condition of participation in the Tender.

¹⁷ Capitalized 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, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries".

¹⁸ 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.

-
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 Organisation¹⁹ (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 agent 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,

¹⁹ 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.

records and 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 of²⁰: _____

Signature:

Dated:

²⁰ 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 as a service provider (short-term expert) for KfW Group;
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:

- 6. I make this declaration in my name/on my own account;
- 7. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
- 8. I am not currently involved in tax law court proceedings, nor have I been in the past;
- 9. I will duly pay taxes that may arise from the provision of contracted services as a short-term expert for KfW Group;
- 10. 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)

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)

Refer the document attached in the email

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 and Invoicing in [EUR preferably]
Time Based Services**

Detailed Cost Calculation – Fees, Transport, Logistics					Model for invoicing			
1. Foreign Staff Cost	Unit	Quantity	Lump sum unit rate	Contract amount	Total prev. invoices (qty/amount)	This invoice (qty/ amount)	Total amount to date	Remain- ing budget
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							
8. Equipment Costs							
8.1 Office equipment							
8.2 Project vehicles							
8.3 Other equipment to be handed over/consumed							
Sub-total Equipment Costs							
9. Miscellaneous							
9.1 Other miscellaneous items/services							
9.2 Security measures							
Sub-total Miscellaneous							
Total Package B – Time Based Services							
minus Advance payment							
minus Retention							
Total							

**Cost Calculation and Invoicing in [EUR preferably]
Other Costs**

Contract Allowance			Model for invoicing						
			Total previous invoices		This invoice (actual quantity and actual amount)			Total to date	Remaining Budget
	Unit	Provisional Contract Amount EUR	Cum. Quantity	Cum. Amount EUR	Quantity	Amount local currency (if appl.)	Exchange rate (if appl.)	Amount EUR	Amount EUR
10. Uncertain expenses									
10.1. aus 8.									
10.2. aus 9.									
11. Contingencies/other									
11.1. General Contingencies		...	not	applicable					
11.2....		...							
11.3.		...							
Total Other Costs									

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]*²¹, 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 defenses, 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 Guarantor 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.

[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].

²¹ This guarantee must be issued in the Contract currency only.

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.