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# SELECTION OF CONSULTANTS

## REQUEST FOR PROPOSALS

**RFP No.: IN-KERS-414321-CS-QCBS**

**Consulting Services for:**

DPR preparation and the bid process support  
-  
Procurement of services of a consultancy firm  
by  
the Karnataka Eco Restoration Society (KERS)  
to  
prepare DPRs for  
the  
Karnataka – Strengthening the Coastal Resilience and the Economy  
(K-SHORE) project  
(P180932)

**Client:** Department of Forest, Ecology & Environment, Government of  
Karnataka

**Country:** India

**Project:** Strengthening Coastal Resilience and the Economy (P180932)

**Issued on:** 31<sup>st</sup> May, 2024

## TABLE OF CONTENT

PART I.....	3
Section 1. Letter of Invitation .....	4
Section 2. Instructions to Consultants and Data Sheet .....	6
Section 3. Technical Proposal – Standard Forms .....	45
Section 4. Financial Proposal - Standard Forms .....	54
Section 5. Eligible Countries .....	65
Section 6. Fraud and Corruption.....	67
Section 7. Terms of Reference.....	69
PART II.....	80
Section 8. Conditions of Contract and Contract Forms .....	81

# KEEPERS

**PART I**

## Section 1. Letter of Invitation

### Consulting Services

<b><u>K-SHORE (P180932)</u></b>	
<b>Name of Assignment:</b>	DPR preparation and the bid process support - Procurement of services of a consultancy firm by the Karnataka Eco Restoration Society (KERS) to prepare DPRs for the Karnataka – Strengthening the Coastal Resilience and the Economy (K-SHORE) project.
<b>RFP Reference No.:</b>	IN-KERS-414321-CS-QCBS
<b>Loan No./Credit No./ Grant No.:</b>	-
<b>Location:</b>	Bangalore, Karnataka, India
<b>Date:</b>	<b>31<sup>st</sup> May 2024</b>

To:

All Eligible Firms,

Dear Mr. /Ms.:

1. The Government of Karnataka (hereinafter called “Borrower”) has applied for financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a “loan” (hereinafter called “loan” toward the cost of Karnataka - Strengthening Coastal Resilience and the Economy. The Karnataka Eco-Restoration Society (KERS) a SPV under the Department of Forest Ecology & Environment, Government of Karnataka, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued.
2. The Karnataka Eco-Restoration Society (KERS) now invites online proposals to provide the following consulting services (hereinafter called “Services”): Procurement of services of a consultancy firm by the Karnataka Eco Restoration Society (KERS) to prepare DPRs along with bid process support for the Karnataka – Strengthening the Coastal Resilience and the Economy (K-SHORE) project. More details on the Services are provided in the Terms of Reference (Section 7).

3. A firm will be selected under Quality Cost Based Selection procedures and in a Simplified Technical Proposal (STP) format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" [Fifth edition, *September 2023*] ("Procurement Regulations"), which can be found at the following website: [www.worldbank.org](http://www.worldbank.org)
  
4. The RFP includes the following documents:
  - Section 1 – Request for Proposals Letter
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 - Technical Proposal STP - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 – Eligible Countries
  - Section 6 – Fraud and Corruption
  - Section 7 - Terms of Reference
  - Section 8 - Standard Forms of Contract (Lump-Sum)
  
5. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

-Sd/-

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## Section 2. Instructions to Consultants and Data Sheet

### TABLE OF CONTENT

A.	General Provisions .....	8
	1. Definitions.....	8
	2. Introduction.....	10
	3. Conflict of Interest .....	10
	4. Unfair Competitive Advantage .....	12
	5. Fraud and Corruption .....	12
	6. Eligibility .....	12
B.	Preparation of Proposals .....	14
	7. General Considerations.....	14
	8. Cost of Preparation of Proposal .....	14
	9. Language.....	14
	10. Documents Comprising the Proposal.....	14
	11. Only One Proposal.....	14
	12. Proposal Validity .....	15
	13. Clarification and Amendment of RFP .....	16
	14. Preparation of Proposals Specific Considerations .....	16
	15. Technical Proposal Format and Content.....	17
	16. Financial Proposal.....	17
C.	Submission, Opening and Evaluation .....	18
	17. Submission, Sealing, and Marking of Proposals .....	18
	18. Confidentiality .....	19
	19. Opening of Technical Proposals .....	20
	20. Proposals Evaluation.....	20
	21. Evaluation of Technical Proposals.....	21
	22. Financial Proposals for QBS.....	21
	23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) .....	21
	24. Correction of Errors .....	22
	25. Taxes .....	23
	26. Combined Quality and Cost Evaluation .....	23

D. Negotiations and Award..... 24

    27. Negotiations ..... 24

    28. Conclusion of Negotiations..... 25

    29. Notification of Award ..... 25

    30. Signing of Contract ..... 26

    31. Procurement Related Complaint ..... 27

E. Data Sheet..... 28

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## Instructions to Consultants

### A. General Provisions

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

	<p>day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.</p> <p>(k) <b>"Experts"</b> means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(l) <b>"Government"</b> means the government of the Client's country.</p> <p>(m) <b>"in writing"</b> means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt.</p> <p>(n) <b>"Joint Venture (JV)"</b> means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(o) <b>"Key Expert(s)"</b> means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.</p> <p>(p) <b>"ITC"</b> (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>(q) <b>"Non-Key Expert(s)"</b> means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(r) <b>"Proposal"</b> means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(s) <b>"RFP"</b> means the Request for Proposals to be prepared by the Client for the selection of consultants, based on the SPD - RFP.</p> <p>(t) <b>"Services"</b> means the work to be performed by the Consultant pursuant to the Contract.</p>
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	<p>(u) <b>“SPD - RFP”</b> means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(v) <b>“Sub-consultant”</b> means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.</p> <p>(w) <b>“Terms of Reference (TORs)”</b> (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p><b>2. Introduction</b></p>	<p>2.1 The Client named in the <b>Data Sheet</b> intends to select a consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the <b>Data Sheet</b>.</p> <p>2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the <b>Data Sheet</b>, for consulting services required for the assignment named in the <b>Data Sheet</b>. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the <b>Data Sheet</b>. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the <b>Data Sheet</b>.</p>
<p><b>3. Conflict of Interest</b></p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to</p>

	<p>disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<p><b>a. Conflicting Activities</b></p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<p><b>b. Conflicting Assignments</b></p>	<p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
<p><b>c. Conflicting Relationships</b></p>	<p>(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.</p>

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

	shall have determined. The list of debarred firms and individuals is available at the electronic address specified <b>in the Data Sheet</b> .
<b>b. Prohibitions</b>	<p>6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so, indicated in Section 5 (Eligible Countries) and:</p> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or</li> <li>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</li> </ul>
<b>c. Restrictions for State-Owned Enterprises</b>	<p>6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.</p>
<b>d. Restrictions for Public Employees</b>	<p>6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:</p> <ul style="list-style-type: none"> <li>(i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and</li> <li>(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.</li> </ul>

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

<p><b>12. Proposal Validity</b></p>	<p>12.1 Proposals shall remain valid until the date specified <b>in the Data Sheet</b> or any extended date if amended by the Client in accordance with ITC 13.1.1.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.</p>
<p><b>a. Extension of Proposal Validity</b></p>	<p>12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p><b>b. Substitution of Key Experts at Validity Extension</b></p>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.</p>

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

	<p>14.1.3 If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the <b>Data Sheet</b>.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p>
<p><b>15. Technical Proposal Format and Content</b></p>	<p>15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the <b>Data Sheet</b>. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in Section 3 of the RFP.</p>
<p><b>16. Financial Proposal</b></p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the <b>Data Sheet</b>.</p>
<p><b>a. Price Adjustment</b></p>	<p>16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so, stated in the <b>Data Sheet</b>.</p>
<p><b>b. Taxes</b></p>	<p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the <b>Data Sheet</b>.</p>

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

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

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

	the basis of the submitted Technical and Financial Proposals.
<b>21. Evaluation of Technical Proposals</b>	21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b> . Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b> .
<b>22. Financial Proposals for QBS</b>	22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.  22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
<b>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b>	23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: <ul style="list-style-type: none"> <li>(i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;</li> <li>(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;</li> <li>(iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and</li> <li>(iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.</li> </ul> 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive

	<p>to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:</p> <ul style="list-style-type: none"> <li>(i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;</li> <li>(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;</li> <li>(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and</li> <li>(iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.</li> </ul> <p>23.3 The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 31.1.</p> <p>23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the <b>Data Sheet</b>) is optional and is at the Consultant's choice.</p> <p>23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the <b>Data Sheet</b>. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.</p>
<p><b>24. Correction of Errors</b></p>	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>

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

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

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

	<p>Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the <b>Data Sheet</b>, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.</p> <p><u>Contract Award Notice</u></p> <p>Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) name and address of the Client;</li> <li>(b) name and reference number of the contract being awarded, and the selection method used;</li> <li>(c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;</li> <li>(d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;</li> <li>(e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and</li> <li>(f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.</li> </ul> <p>29.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online.</p>
<p><b>30. Signing of Contract</b></p>	<p>30.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.</p>

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

KEEPERS

## Section 2. Instructions to Consultants

### E. Data Sheet

ITC Reference	A. General
1 (f)	<p>Replace ITC 1 (f) with the following:</p> <p>““<b>Client’s Personnel</b>” refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.”</p>
1 (h)	<p>Replace ITC 1 (h) with the following:</p> <p>““Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents and the Appendices.”</p>
1 (m)	<p><b>Electronic –Procurement System</b></p> <p>The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process:</p> <p><b>KARNATAKA PUBLIC PROCUREMENT PORTAL</b></p> <p><a href="https://kppp.karnataka.gov.in/#/portal/portal-home">https://kppp.karnataka.gov.in/#/portal/portal-home</a></p> <p>The electronic-procurement system shall be used to manage the following part of the RFP process:</p> <ol style="list-style-type: none"> <li>a. Issuing of RFP</li> <li>b. Submission of Proposals</li> <li>c. Opening of Proposals (Technical &amp; Financial)</li> <li>d. Submission of queries/clarification by consultants</li> <li>e. Acceptance/confirmation of proposal</li> </ol>
2.1	<p><b>Name of the Client:</b></p> <p><i>Chief Executive officer O/o the Principal Chief Conservator of Forests (Development) Aranya Bhavan, 6<sup>th</sup> Floor, Malleshwaram 18<sup>th</sup> Cross, Bangalore - 560003 Telephone No: 080-23342827 email address: <a href="mailto:kshore2024@outlook.com">kshore2024@outlook.com</a></i></p>

	<p><b>Method of selection:</b></p> <p>Quality and Cost Based Selection (QCBS) method (80:20, i.e., 80% for Quality and 20% for Cost) as per the Bank’s “Procurement Regulations for IPF Borrowers” July 2016, Revised as on November 2017, August 2018, November 2020 and September 2023 (“Procurement Regulations”), (available on <a href="http://www.worldbank.org">www.worldbank.org</a>)</p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b></p> <p>Yes.</p> <p><b>The name of the assignment is:</b></p> <p>DPR preparation and the bid process support - Procurement of services of a consultancy firm by the Karnataka Eco Restoration Society (KERS) to prepare DPRs for the Karnataka – Strengthening the Coastal Resilience and the Economy (K-SHORE) project.</p>
2.3	<p><b>A pre-proposal conference will be held:</b> Yes</p> <p>Date of pre-proposal conference: 19<sup>th</sup> June 2024</p> <p>Time: 15.00 PM</p> <p>Address: <i>O/o the Principal Chief Conservator of Forests (Development)</i>  <i>Aranya Bhavan, 6<sup>th</sup> Floor, Malleshwaram 18<sup>th</sup> Cross,</i>  <i>Bangalore - 560003</i></p> <p>Telephone: 080-23342827 Facsimile: Nil</p> <p>E-mail: <a href="mailto:kshore2024@outlook.com">kshore2024@outlook.com</a></p> <p>Contact person/conference coordinator:  <b>Ms. Shobharani, Procurement Team, K-SHORE</b></p>
2.4	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> <u>N/A</u></p>
4.1	<p><b>Not Applicable.</b></p>
6.3.1	<p><b>A list of debarred firms and individuals is available at the Bank’s external website:</b> <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></p>

<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<p><b>This RFP has been issued in the English language.</b></p> <p><b>Proposals shall be submitted in English language.</b></p> <p><b>All correspondence exchange shall be in English language.</b></p>
<b>10.1</b>	<p><b>The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders:</b></p> <p style="padding-left: 40px;"><b><u>SIMPLIFIED TECHNICAL PROPOSAL (STP):</u></b></p> <p style="padding-left: 40px;">(1) Power of Attorney to sign the Proposal</p> <p style="padding-left: 40px;">(2) TECH-1</p> <p style="padding-left: 40px;">(3) TECH-4</p> <p style="padding-left: 40px;">(4) TECH-5</p> <p style="padding-left: 40px;">(5) TECH-6</p> <p style="padding-left: 40px;">AND</p> <p style="padding-left: 40px;"><b>The Financial Proposal comprising:</b></p> <p style="padding-left: 40px;">(1) FIN-1</p> <p style="padding-left: 40px;">(2) FIN-2</p> <p style="padding-left: 40px;">(3) FIN-3</p> <p style="padding-left: 40px;">(4) FIN-4</p> <p style="padding-left: 40px;">(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
<b>10.2</b>	<p><b>Statement of Undertaking is required: Yes.</b></p>
<b>11.1</b>	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No.</b></p>
<b>12.1</b>	<p><b>Proposals shall be valid for 120 days calendar days i.e. until.</b></p>
<b>12.4</b>	<p>Replace second sentence of ITC 12.4 with the following:</p> <p>“However, should the need arise, any request for extension of validity will be hosted on e-procurement portal and an e-mail will be sent to each Consultant. The Consultants may send their response if any on the e-procurement portal and through e-mail at the e-mail id given in Data Sheet 2.3.”</p>

<p><b>13</b></p>	<p>Replace ITC 13 with the following:</p> <p>“13.1. The e-procurement system specified in ITC 1(m) provides for online clarifications. A Consultant may request an online clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> before the Proposals’ submission deadline, or raise its inquiries during the pre-proposal conference, if provided for in accordance with ITC 2.3. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond online by uploading the response (including an explanation of the query but without identifying its source) for information of all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described in ITC 13.1.1 and ITC 13.1.2 below. It is the consultant’s responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the RFP document.</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with the procedure described in the <b>Data Sheet</b>. The amendment shall be binding on all Consultants. The Client shall not be liable for any information not received by the Consultants. It is the Consultants’ responsibility to verify the website for the latest information related to the RFP.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals, by amending the RFP in accordance with ITC 13.1.1.</p> <p>13.2 A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals. No modifications to the Technical or Financial Proposal shall be accepted after the proposal submission deadline.</p> <p>(a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the ‘Proposal’.</p> <p>(b) For this purpose, modification/withdrawal by other means will not be accepted.</p> <p>(c) The modification and consequential re-submission of proposals is allowed any number of times.</p> <p>(d) A consultant may withdraw its proposal by using the appropriate option for proposal withdrawal, before the deadline for submission of proposals. However, if the proposal is withdrawn, re-submission is <i>allowed</i>.</p>
<p><b>13.1</b></p>	<p><b>Clarifications may be requested online no later than 10 days prior to the submission deadline.</b></p> <p>The system will also send auto-e-mail regarding hosting of query and response to consultants who have started working on the RFP. The Consultants shall remain responsible to view query and response thereto.</p>

<b>13.1.1</b>	<p>The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline.</p> <p>The system will also send auto-e-mail regarding hosting of amendment to consultants who have started working on the RFP. The Consultants shall remain responsible to view amendment to RFP.</p>
<b>13.2 (d)</b>	Re-submission of the proposal is <i>allowed</i> , if withdrawn.
<b>14.1.2</b> (do not use for Fixed Budget method)	<b>Estimated input of Key Experts' time-input: 29 person-months.</b>
<b>14.1.3</b> for time-based contracts only	<i>Not applicable</i>
<b>14.1.4 and 26.2</b> use for Fixed Budget method	<i>Not applicable</i>
<b>15.1</b>	Delete from the first sentence of ITC 15.1, the following: ‘and shall comprise the documents listed in the <b>Data Sheet</b> ’.
<b>15.2</b>	<b>The format of the Technical Proposal to be submitted is: STP.</b> Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
<b>16.1</b>	<i>Reimbursables payable by the consultancy firm may include,</i>

	<p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p>
<b>16.2</b>	<p>Delete from ITC 16.2, the following: ‘foreign and/or’.</p> <p><b>A price adjustment provision applies to remuneration rates: No.</b></p>
<b>16.3</b>	<p><b>Information on the Consultant’s tax obligations in India can be found from the Ministry of Finance, Government of India website <a href="http://finmin.nic.in">http://finmin.nic.in</a></b></p> <p>Consultants and their Sub-consultants and Experts are responsible for payment of all taxes as applicable in India.</p> <p>The Client will, however reimburse on proof of submission with relevant Government Authority, the Goods &amp; Services Tax (GST) payable on the contract value by the consultant, as per Applicable Law in India. Statutory deductions of taxes at source (TDS), however, shall be made as applicable.</p> <p>The above only are to be shown separately in the financial proposal.</p>
<b>16.4</b>	<b>The Financial Proposal shall be submitted in Indian Rupees.</b>
<b>16.5</b>	<b>Payments under the Contract shall be made in Indian Rupees.</b>
<b>C. Submission, Opening and Evaluation</b>	

17	<p>Replace ITC 17 with the following:</p> <p>“17.1 The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission shall be done electronically on the e-procurement system and in accordance with procedure specified in the <b>Data Sheet</b>. Proposals submitted by any other means will be rejected. Detailed guidelines for viewing proposals, and for online submission of proposals are given on the website.</p> <p>17.2 An authorized representative of the Consultant shall digitally sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney to be scanned and uploaded together with the Technical Proposal.</p> <p>17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The Proposal or its modifications must be uploaded on the e-procurement portal specified in ITC 1(m), no later than the deadline indicated in the <b>Data Sheet</b>, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline, as per server time.</p> <p>17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system’s functionality requirements are specified in the <b>Data Sheet</b>.”</p>
17.1	<p><b>The electronic submission procedures shall be as follows:</b></p> <p>The Consultants shall submit their Proposals (both Technical and Financial) electronically on the e-procurement portal specified in ITC 1(m), following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website:</p> <p>(a) To participate in the e-tendering process, it is mandatory for the consultants to have enrolment/registration in the website, and valid Class II/III(DSC) with</p>

	<p>signing + Encryption Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, obtained from any of the licensed Certifying Agency authorized by the Government of India. Consultants can see the list of licensed CAs from the link <a href="http://www.cca.gov.in">www.cca.gov.in</a></p> <p>(b) The consultant should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token &amp; the user id/ password chosen during registration.</p> <p>(c) The size of individual files containing the documents comprising the Proposal(s) shall not exceed 20 MB and there is no limit on the number of files to be uploaded.</p> <p><i>[Note for Consultants: For online submission of proposals, the Consultants shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the Consultants and filled up. The filled-up pages shall then be digitally signed, scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.]</i></p>
17.4	<p><b>The Proposals must be uploaded on the e-procurement portal specified in ITC 1(m) no later than:</b></p> <p><b>Date:</b> 01<sup>st</sup> July 2024</p> <p><b>Time:</b> 15:00 Hours Local Time</p>
17.5	<p>'None'</p>
19	<p>Replace ITC 19 with the following:</p> <p>“19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the <b>Data Sheet</b> and this could be viewed online by the Consultants. The consultants or their authorized representatives may attend the online opening in person if this option is offered in the <b>Data Sheet</b>. The opening date, time and the address are stated in the <b>Data Sheet</b>. The folder with the Financial Proposal shall remain unopened, encrypted, in the e-procurement system until the subsequent public opening in accordance with ITC 23.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of the folder with the Financial Proposal in the portal; and (iii) any other information deemed appropriate or as indicated in the <b>Data Sheet</b>.”</p>

<b>19.1</b>	<p><b>The procedure for online opening of technical proposals shall be:</b> <i>Technical proposal will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated below.</i></p> <p><b>Date:</b> 02<sup>nd</sup> July 2024</p> <p><b>Time:</b> 16:00 Hours Local Time</p> <p><b>Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at:</b></p> <p>Address: O/o the Principal Chief Conservator of Forests (Development) Aranya Bhavan, 6<sup>th</sup> Floor, Malleshwaram 18<sup>th</sup> Cross, Bangalore - 560003 India</p> <p>Telephone: 080-23342827</p> <p>In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day</p>
<b>19.2</b>	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A</b></p>

<p><b>21.1</b> [for STP]</p>	<p>Consultants' technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected. Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.</p>	
<p><b>Part A: Mandatory Criteria:</b></p>		
<p>Sl. No:</p>	<p>Criteria</p>	<p>Documents Required</p>
<p>1.</p>	<p>The firm must have a minimum of 5 years of continuous experience in areas of [i] project management; [ii] public procurement and finance; and [iii] program planning, budgeting and monitoring consultancy</p>	<p>Relevant contracts or work orders to be enclosed such as project description including scope of services, contract value, etc; client references, project completion certificates and any relevant supporting documents.</p>
<p>2.</p>	<p>The firm should have an Annual turnover in India business of at least INR 250 Crores in each of the last three financial years, excluding those from the consultancy services in Audit, Taxation, IT, Legal Services.</p>	<p>Annual Financial Audited statements by a Chartered Accountant Firm of last three FY – from 2021-22, 2022-23, 2023-24 to be enclosed and any other relevant supporting documents.</p>
<p>3</p>	<p>Technical Requirement: The firm should be able to meet the minimum experience requirements of ALL the Key and Non-key experts as set forth in the ToR.</p>	<p>Education and Employment records in support of the qualifications / experience mandated as set forth in Para 4 of the ToR.</p>
<p>4</p>	<p>The firm should not have unsatisfactory track record resulting in adverse action taken by Central / State governments in India.</p>	<p>Self-Declaration to be given.</p>
<p>[Notes to Consultant]: In case of Joint Venture, each partner should meet at least 25% (and the lead partner at least 50%) out of the qualifying limit in Case of experience of particular consultancy and financial turnover.</p>		

<b>Part B: Evaluation Criteria:</b>		
Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:		
Sl.No	Description	Maximum Points
i)	<p><b>Technical Credentials</b> of the Consultants (as a firm) relevant to the Assignment: Number of projects successfully completed for the governments which are of similar nature to this project that is to say - projects on strategy, vision, plan, implementation, procurement support and program management in the sectors of climate and sustainability, each having contract value not less than INR 5 crore executed in India or globally.</p>	20
	Scoring Criteria:	
	Up to 2 Projects	8 points
	3 to 5 Projects	14 points
	More than 5 Projects	20 points
ii)	<p><b>Case studies</b> of similar engagements completed at national and state level</p> <p>Two case studies for the projects covered in</p> <p>(a) One case study on preparation of strategy, vision, plan and implementation in the sectors of Coastal Environment &amp; Plastic Circularity / Climate &amp; Sustainability (including blue economy) for departments or ministries at central or state level in India.</p> <p>(b) One case study on Implementation, Procurement support and Program Management for Externally Aided projects of Govt. of Karnataka</p>	2 x 11 = 22

iii)	<p><b>Adequacy and quality</b> of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</p> <p>{Notes to Consultant: Client will assess whether the proposed methodology is clear, responds to the TOR, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts}</p>		32
	Technical approach and methodology	18	
	Work plan	10	
	Organization and staffing	4	
iv)	<p><b>Key Experts' qualifications and competence</b> for the Assignment:</p> <p>{Notes to Consultant: Each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</p>		26
K1	Team Leader and Environmental Expert	8	
K2	Plastic Waste Management Expert	4	
K3	Deputy Team Leader and Social Development Specialist	6	
K4	Water Resources Specialist	2	
K5	Ecologist / Biodiversity Specialist	2	
K6	Procurement Specialist	4	
	<p><b><i>Note:</i></b></p> <p><b><i>The number of points to be assigned to each of the above positions (K-1 to K-6) shall be determined considering the following three sub-criteria and relevant percentage weights:</i></b></p>		

	<table border="1"> <tr> <td><i>a. General qualifications</i> (general education, training and experience ((Refer ToR for minimum experience requirements for each expert))).</td> <td>20%</td> <td></td> </tr> <tr> <td><i>b. Adequacy for the Assignment</i> to be assessed by the client based on the quality of the interaction (relevant education, training, experience in the sector/similar assignments.</td> <td>60%</td> <td></td> </tr> <tr> <td><i>c. Relevant local experience</i> in the western coast of India (working level fluency in local language(s) / knowledge of local culture or administrative system, government organization, etc.).</td> <td>20%</td> <td></td> </tr> <tr> <td><b>Total Points for three criteria {(i)+(ii)+(iii)+(iv)}</b></td> <td></td> <td>100</td> </tr> <tr> <td><b>The minimum technical score (St) required to pass</b></td> <td></td> <td>75</td> </tr> </table>	<i>a. General qualifications</i> (general education, training and experience ((Refer ToR for minimum experience requirements for each expert))).	20%		<i>b. Adequacy for the Assignment</i> to be assessed by the client based on the quality of the interaction (relevant education, training, experience in the sector/similar assignments.	60%		<i>c. Relevant local experience</i> in the western coast of India (working level fluency in local language(s) / knowledge of local culture or administrative system, government organization, etc.).	20%		<b>Total Points for three criteria {(i)+(ii)+(iii)+(iv)}</b>		100	<b>The minimum technical score (St) required to pass</b>		75
<i>a. General qualifications</i> (general education, training and experience ((Refer ToR for minimum experience requirements for each expert))).	20%															
<i>b. Adequacy for the Assignment</i> to be assessed by the client based on the quality of the interaction (relevant education, training, experience in the sector/similar assignments.	60%															
<i>c. Relevant local experience</i> in the western coast of India (working level fluency in local language(s) / knowledge of local culture or administrative system, government organization, etc.).	20%															
<b>Total Points for three criteria {(i)+(ii)+(iii)+(iv)}</b>		100														
<b>The minimum technical score (St) required to pass</b>		75														
	<p><u>[Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of experts]</u></p>															
22.2	<p>Replace second sentence of ITC 22.2 with the following:          “All other Financial Proposals shall not be opened.”</p>															

	<b>Public Opening of Financial Proposals</b>
<b>23</b>	<p>Replace ITC 23.1 with the following:</p> <p>“23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify online through e-procurement portal those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:</p> <ul style="list-style-type: none"> <li>(i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;</li> <li>(ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;</li> <li>(iii) their Financial Proposals will not be opened; and</li> <li>(iv) notify them of the date, time and location of the online public opening of the Financial Proposals and invite them to attend.”</li> </ul> <p>In ITC 23.2(b) first sentence, after the words ‘in writing’, add the following: ‘online through e-procurement portal’</p> <p>In ITC 23.2(b)(iv), after the words ‘location of the’ add the following: ‘online’</p> <p>Replace ITC 23.4 with the following:</p> <p>“23.4 The Consultant’s attendance at the opening of the Financial Proposals (in person, or online) is optional and is at the Consultant’s choice”</p> <p>Replace ITC 23.5 with the following:</p> <p>“The Financial Proposals shall be publicly opened online by the Client’s evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the <b>Data Sheet</b>. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client’s website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud and recorded online simultaneously. The Financial Proposals shall be then opened, and the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the e-procurement portal for the information of all Consultants who submitted Proposals and the Bank, unless the <b>Data Sheet</b> provides for other means of sending notifications and the results of the financial opening.”</p>

23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify online through e-procurement portal, all Consultants of the location, date and time of the public opening of Financial Proposals and only they are invited to the public opening of Financial Proposals.</p> <p>In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day.</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: all local identifiable indirect taxes such as GST or similar taxes levied on the contract's invoices.</p> <p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1 (QCBS only)	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 80%</b></p> <p><b>P = 20%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
<b>D. Negotiations and Award</b>	
27.1	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Date:</b> 30<sup>th</sup> July 2024</p> <p><b>Address:</b></p> <p>O/o the Principal Chief Conservator of Forests (Development) Aranya Bhavan, 6th Floor, Malleshwaram 18th Cross,</p>

	<p>Bangalore - 560003 Telephone: 080-23342827</p>
<b>29</b>	<p>Replace ITC 29 with the following:</p> <p>“29.1 After completing the negotiations, and obtaining the Bank’s no objection to the negotiated draft Contract, if applicable, the Client shall, send a notification of award to the successful Consultant, confirming the Client’s intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification.</p> <p><u>Contract Award Notice</u></p> <p>Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) name and address of the Client;</li> <li>(b) name and reference number of the contract being awarded, and the selection method used;</li> <li>(c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;</li> <li>(d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; and</li> <li>(e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.</li> </ul> <p>29.2 The Contract Award Notice shall be published on the Client’s website with free access if available, or in at least one newspaper of national circulation in the Client’s Country, or in the official gazette and on e-procurement portal.”</p>
<b>30.1</b>	<p>Replace ITC 30 with the following:</p> <p>“The Contract shall be signed prior to the expiry date of the Proposal validity, specified in ITC 12.1 or any extension thereof.”</p>
<b>30.2</b>	<p><b>Expected date for the commencement of the Services:</b></p> <p><b>Date:</b> 02<sup>nd</sup> Aug 2024 at Bangalore</p>
<b>31.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers</u> (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant</p>

shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:

**For the attention:** *Mrs. Seema Garg*

**Title/position:** *Chief Executive officer/ PCCF Development*

**Client:**

*O/o the Principal Chief Conservator of Forests (Development)*

*Aranya Bhavan, 6th Floor, Malleshwaram 18th Cross,*

*Bangalore - 560003*

**Telephone:** *080-23342827*

**Email address:** *kshore2024@outlook.com*

In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of this Request for Proposal;
2. the Client's decision to exclude a consultant from the procurement process prior to the award of contract; and
3. the Client's decision to award the contract.

### Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

#### CHECKLIST OF REQUIRED FORMS

<b>FORM (Required for STP)</b>	<b>DESCRIPTION</b>	<i>Page Limit</i>
TECH-1	Technical Proposal Submission Form.	
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
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	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-5	Work Schedule and Planning for Deliverables	
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

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

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

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{Location, Date}

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To: *[Name and address of Client]*

Dear Sirs:

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

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

{OR

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

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.
  
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity

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

- (f) deleted.
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 27.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

---

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} \_\_\_\_\_

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

## FORM TECH-4

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

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

{Suggested structure of your Technical Proposal}

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

## FORM TECH-5

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

## FORM TECH-6

### TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

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

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.



Full time input

Part time input

KEEPERS

**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

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

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

Membership in Professional Associations and Publications:

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

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## Section 4. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

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

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

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

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

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

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### FORM FIN-2 SUMMARY OF COSTS

Item	Cost
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet}
	In Indian les (Rs.)
<b>Cost of the Financial Proposal</b>	
Including:	
(1) Remuneration	
(2) Reimbursables	
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}	
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>	
<u>Total Estimate for GST:</u>	

### FORM FIN-3 BREAKDOWN OF REMUNERATION

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

A. Remuneration _____					
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Total in Rs.
_____	<b>Key Experts</b>				
K-1	_____	_____	[Home]	_____	
	_____	_____	[Field]	_____	
K-2	_____	_____		_____	
	_____	_____		_____	
	_____	_____		_____	
	_____	_____		_____	
	_____	_____		_____	
_____	<b>Non-Key Experts</b>				
N-1	_____	_____	[Home]	_____	
N-2	_____	_____	[Field]	_____	
	_____	_____		_____	
	_____	_____		_____	
	_____	_____		_____	
<b>Total Costs (Rs.)</b>					

## Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

### 1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
  - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
  - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

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

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

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

(Expressed in Rs.)

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

1. Expressed as percentage of 1

2. Expressed as percentage of 4

### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

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

**Legend:**

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



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## Section 5. Eligible Countries

**In reference to ITC 6.3.2**, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

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## Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

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

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

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

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

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## Section 7. Terms of Reference

1. **Background**
2. **Objectives of consultancy**
3. **Scope of work:**
  - a) **Preparation of Project Implementation Plan / Project Operation Manual**
  - b) **Preparation of Financial Manual**
  - c) **Preparation of DPRs**
  - d) **Bid Process Management**
  - e) **Preparation of Procurement Manual**
4. **Required Team members**
5. **Duration of the Services**
6. **Procedure for Review of Consultancy work including various Reports to be submitted by the Consultant**
7. **Deliverables time framework and payment schedule**
8. **Facilities to be Provided by the Client**

**ANNEXURE 1:** Tentative List of Sub-Activities for DPR Preparation

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**Terms of Reference**  
**for**  
**Preparation of Detailed Project Reports**  
**(K-SHORE)**  
**P180932**

## **1. Background**

Karnataka has 320 km of coastline on the eastern border of three districts viz., Uttar Kannada, Udupi, and Dakshina Kannada. The region is one of the highest contributors to fisheries and agriculture production in the State of Karnataka. It is also a repository of rich biodiversity, forest, coastal, and marine habitats that provide important ecosystem services. The Government of Karnataka (GoK) aims to strengthen coastal zone management (CZM) in the State through the World Bank-financed Strengthening Coastal Resilience and the Economy (K-SHORE) project. The project will be implemented by the newly constituted Special Purpose Vehicle (SPV) – the Karnataka Eco-Restoration Society (KERS), under the department of Forest, Ecology and Environment, GoK. The project is focused on improving the management of coastal areas, especially reducing marine plastic waste, enhancing blue economic growth, and strengthening institutional capacity for enhanced coastal resilience. The project will encompass activities related to the conservation, protection, and restoration of coastal and marine resources and ecosystems, pollution management and a circular economy response to plastic wastes (especially coastal/marine plastic waste), and improving livelihood opportunities for coastal communities.

The three (3) coastal districts of Karnataka host many rivers, natural and man-made water bodies, and estuaries. The increasing anthropological pressure on the coastal and marine ecosystems due to urbanization and industrialization has contributed extensively to increasing pollution especially due to coastal plastics, with its pronounced adverse impacts on these natural resources. In addition, climate change continues to impact coastal and marine ecosystems & services upon which coastal communities have ever been dependent for their livelihoods and resilience. The GoK is interested in exploring sustainable ways to harness the state's ocean resources and promote economic growth while preserving the coastal and marine environment.

## **2. Objectives of consultancy**

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The overall objective of the consultancy work is to prepare comprehensive Detailed Project Reports and bidding documents (in line with the applicable World Bank's procurement Regulations) for the list of sub-projects / activities identified under K-SHORE (to be provided by the SPMU) [Annexure 1 to this ToR]. The project mainly aims at the following.

- a. Sustainably managing marine plastic waste and pollution;
- b. Conservation and restoration of marine and coastal environment/ecosystems;
- c. Enhancing blue economic activities and securing sustainable livelihoods of coastal communities along the coast of Karnataka.

This DPR should provide detailed actions for the implementation of the proposed initiatives.

### 3. Scope of work

#### A.Preparation of Project Implementation Plan / Project Operation Manual:

a.The consultant will prepare the project operation manual (POM) intending to layout detailed procedures to be followed by the SPMU and the implementing agencies to successfully implement the project.

b.The POM will include the sub project readiness criteria which includes aspects around institutional assessments of the implementing agencies (essentially procurement capabilities), safeguards ( social and environment ) and technical requirements.

c.At the sub-project site level the details regarding the execution of procurement of goods, works and services by the state PIAs as well as the guidelines on the procurement activities and methods to be followed would be detailed out in the POM. Further, based on the impacts identified, mitigation measures as prescribed in the ESMF would be detailed.

d.The POM would also include a framework for monitoring and evaluation of environment and social impacts , risks and mitigation measures.

#### B. Preparation of Financial Manual:

a.The consultant will prepare the financial manual for the project as per World Bank and Client acceptable formats. The financial manual shall deliberate upon matters including but not limited to accounting systems , systems for periodic monitoring and reporting of expenditure, internal / external audits , control over payment , control over documentation ( bills , purchase orders , supplier agreements, etc...).

### **C.Preparation of DPR:**

**a.The Agency shall collect the baseline data as required for the individual interventions for the SHORE project that are available already from various government departments and agencies, and other resources in order to integrate them with the proposed activity/activities for which DPR is to be prepared.**

**b.After reviewing the secondary data as required, the consultant/consultancy will undertake independent primary surveys to fill up the gaps, as and wherever required.**

**c.The consultant firm shall prepare detailed project reports for each of the proposed sub-projects by various departments under the overall supervision of the Karnataka Eco-Restoration Society, Department of Forests, Ecology and Environment, Government of Karnataka. The DPRs shall be prepared on activities based on the proposals submitted by the project implementing departments.**

**d.The individual DPR of each Sub-project will describe, but not limited to, the following aspects:**

**Executive Summary:** Each project report shall contain a self-contained summary that shall reflect the proposed concept, designs, implementation aspects and estimated budget of the project explaining how it will be integrated with the conservation, restoration, and protection of marine and coastal ecosystems, coastal resilience to climate-related impacts, and enhancing the wellbeing of coastal communities.

**□ Introduction, Background, and Baseline information:** This chapter shall be focused on the importance of coastal and marine ecosystems, their services, and issues/pressures on coastal ecosystems of the location/area/ region/ stretch in specific terms. This section should elaborate on the problem to be addressed through the project/scheme at the local/regional/national level. Consultant shall provide and integrate baseline data, with activity under SHORE clearly and objectively stating and explaining the enhancement in coastal & marine services and bringing about the sustainability of the selected site/area/ region/stretch. There should be a clear identification of target beneficiaries. It shall present the data gaps and plan surveys/studies for collating additional data. The Consultant shall collate, analyse and present all the primary and secondary data as required to design the interventions.

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**□Preparation of Designs and Implementation Aspect:** Consultant shall prepare all necessary maps, drawings, designs etc., and integrate those with the project activity to ensure holistic and sustainable development of the coastal areas viz a viz the demands of the coastal population and applicable regulations and conservation of coastal and marine ecosystems & their services. The project design shall take into account the landscape level planning and integrated value chain to develop a comprehensive approach in the implementation of the multisectoral activities in the project. Conceptual design shall be discussed with GoK to finalise and prepare detailed designs. Designs should reflect all applicable regulations, policies, standards and guidelines, and shall also reflect Good International Industry Practices. They shall merge well with the coastal environment and shall derive key forms based on traditional coastal knowledge, alternatives, climate and architecture. Where required, Detailed designs shall include to-scale drawings (computer aided design tools or other appropriate software) of the proposed interventions.

**□Sub-Project Cost Estimates:** Consultant shall provide estimated cost of the sub-project along with detailed cost breakup. Cost estimate shall be based on prevailing Government & Market rates so as to provide a realistic estimate for implementing the subproject.

**□Implementation Arrangements and Schedules:** Consultant shall prepare detailed implementation arrangement along with milestones and timeframe for completion of each activity. Implementation arrangement shall include institutional structure and proposed mechanisms for implementation, supervision/monitoring of each subproject. The consultant firm shall provide a timeline in a standard format in order to enable close monitoring of project activities.

**□Environmental and Social Due Diligence (ESDD):** The consultant shall carry out the screening of the sub-projects from the perspectives of environmental and social risks, and prepare a brief ESDD report to be included as a part of the DPR. The ESDDR shall capture locational and design risks of the proposed interventions, propose instruments, if any, to address any adverse. The objective of the ESDDR will be to: i) To prepare a due diligence report in order to describe the baseline environment and social conditions with the help of screening checklist and define the category of the scheme (High/Substantial/Moderate/Low etc.); ii) Identify the Valued Environmental Components (VECs) and Social Issues if any associated with the projects; iii) Possible mitigation measures to be taken and requirements of detailed study (e.g. preparation of RAP, ESIA, Environmental Clearance) and Requirements of permissions etc.

The ESDDR shall comprise of (i) a description of the sub-project and its components; (ii) an environmental and social profile of the sub-project areas and the proposed project facilities; (iii) an Environmental and Social Screening and categorization of the sub-project; (iv) an analysis of environmental and social issues associated with the project; and (v) Environmental and Social Management Plan (ESMP) outlining the requirements for various regulatory clearances, need of Environmental and Social Impact Assessment (ESIA), Resettlement Action Plan (RAP), other management measures to be implemented by the implementing agencies/contractors.

#### **D. Bid Process Management:**

The Consultant also assists SPMU – K-SHORE, KRES including DPMUs and participating IAs in proposing procurement strategy, optimum fit-for-purpose procurement approach for the key procurements envisaged under respective sub-project. To meet the DEA project readiness requirements, the consultant will provide the sub-project-wise list of key procurement activities along with the procurement plan for the first 18 months. The Consultant is also to render support in facilitating the procurement process (from the preparation of bid/proposal/expression of interest, publication, managing the pre-bid/proposal, opening, evaluation, and drafting the contract) till the KERS selects and deploys the Technical and Management Consultant (TAMC). The Consultant will use the World Bank's standard bid/proposal documents for international competition and model procurement documents for national procurement and advertise the procurement opportunities in the REOI and IFB in national newspapers and Project website / GoK website/ or e-Government Procurement Platform website.

**E. Preparation of Procurement Manual:** The consultant will prepare a simple procurement manual referencing only the relevant sections / paragraphs of the applicable World Bank Procurement Regulations (without reproducing). The manual is to have a ready reckoner table comprised of procurement regulatory parameters for each stage of the procurement cycle, commencing from approval (administrative and technical) till the contract completion. The procurement manual should also include a section on community-driven procurement, procurement monitoring, and complaint handling of procurement-related complaints and reporting.

#### **4. Required Team members**

It is estimated that the following key professionals will be required to deliver a quality product. Besides these key positions, several other support technical and non-technical professionals will be required to carry out this assignment. The following are key professionals.

<b>Key or Non-Key</b>	<b>Title</b>	<b>Qualification / Experience</b>	<b>Numbers</b>	<b>Man-Months Estimated</b>
K1	Team Leader and Environmental Expert	Master's degree in environmental sciences/forestry/engineering/management/Equivalent. Minimum 15 years of experience in coastal regulations and management with extensive knowledge of forestry sector (preferably coastal nature-based solutions), climate change and coastal environmental issues.	1	6
K2	Plastic Waste Management Expert	Master's or equivalent degree in environmental engineering or civil engineering. Minimum Experience of 15 years in designing and implementing solid/plastic waste management systems. Preferred experience in marine waste plastic management system	1	4
K3	Deputy Team Leader & Social Development specialist	Masters in any stream of Social Science. Minimum experience of 15 years in social sector projects, livelihood projects, similar to K-SHORE.	1	6
K4	Water Resources Specialist	Post-graduate qualification in hydrology/water resources management. 15 years of professional experience in water resources management/hydrology including hydrological modelling.	1	3
K5	Ecologist / Biodiversity Specialist	Masters in Biological Sciences or related field. 10 years of professional experience in the field of ecology with a minimum of 5 years' experience in conducting biological impact assessments and preparation of at least one Biodiversity Management Plan.	1	4

K6	Procurement Specialist	<ul style="list-style-type: none"> <li>• Master/bachelor's degree in engineering, Economics, Business Administration, Public Procurement, or relevant disciplines like plastic waste management, forestry.</li> <li>• Five/Seven<sup>1</sup> years of direct relevant experience<sup>2</sup> in public organisation/Semi-Public organisation for procurement of goods, works and services in projects financed by the government and or international financial organizations.</li> <li>• Two/Three-year experience projects financed by the World Bank and/or Multi-Lateral Funding Agencies procurement framework comprised of policy, procedures, monitoring, and oversight. Similar sectors would be an added advantage.</li> <li>• Training on public procurement from reputed institutes and/or free training programs in public procurement<sup>3</sup> and procurement regulations from the World Bank.</li> <li>• Proficiency in English and computer applications (office management).</li> <li>• Experience in the region and Karnataka would be an advantage, and the local vernacular language will be an added advantage.</li> </ul>	1	6
		Sub Total (Key Experts):	<b>6</b>	
NK1	Fisheries Expert	Masters in Fisheries, environmental science, and natural resource management or related science preferred.	1	4

NK2	GIS MIS Specialist	Post-graduate in data management, informatics, or related subject. 10 years' experience in developing RS-GIS-MIS systems for monitoring and evaluation.	1	3
NK3	Financial Management Expert	Chartered Accountants (CA)/ with minimum 5 years of experience in finance and accounts, audit and good working knowledge of Tally software. Knowledge of World Bank financial guidelines and preferably worked in at least one world Bank project.	1	1
NK4	Support staff (as per requirement)	As per the project requirements (office boy, guard, book keeper, etc.)	1	6
		Sub Total (Non-Key Experts)	<b>4</b>	
		<b>TOTAL</b>	<b>10</b>	

**5. Duration of the Services:**

The duration of consultancy would be six months (6 months) from the signing of contract agreement. Location of the assignment is Bengaluru, and the Coastal Districts of the Karnataka State.

**6. Procedure for Review of Consultancy work including various Reports to be submitted by the Consultant**

The Consultancy work including various Reports will be reviewed by SPMU, FEE, GoK. Project Director of the SPMU will monitor and coordinate the activities of the selected consulting firm. He / She will closely follow up with the consulting firm and provide necessary guidance during the assignment. SPMU will provide all the necessary support to the consulting firm and ensure access to relevant stakeholders. This support includes provision of relevant information and documents, facilitation of contact, enterprises and other stakeholders, and organization of meetings with DPMUs and IAs in the Karnataka.

## 7. Deliverables time framework and payment schedule:

Stages	Acceptable Deliverable	Duration	Payment of (%) contract ceiling amount)
D1	Submission of PIM, POM, FM, PM	Within 1 month of Contract Signature	5
D2 (A)	Preparing and converting of Project DPRs into World Bank accepted form and acceptable to the client.	Within 2 months of Contract Signature	15
D2 (B)	Converting the Project DPRs into World Bank acceptable bidding documents and facilitate the procurement process <sup>4</sup> adhering to the procurement plan, till the award to meet the DEA readiness criteria.	Within 3 months of Contract Signature	25
D3	Preparing the DPR frameworks in World Bank and client acceptable formats for all the sub-projects / activities as listed in Annexure 1 to this ToR.	Within 3-5 months of the Contract Signature with Monthly progress reports	45
D4	Submission of final completion report acceptable to the client and submission of final DPR including everything in 5 hard copies and one soft copy in Pen drive.	During the last month of the contract period	10
	<b>TOTAL</b>	6 months	100 %

## 8. Facilities to be Provided by the Client

The Client will provide or facilitate:

- Access to information. The Client will provide assistance to access information needed for the services sought, subject to the confidentiality agreements.
- The SPMU will provide all the relevant documents and information useful to implement the assignment effectively and in a timely manner.
- Connect with the relevant authority to access each premise.
- Any travel-related permissions (Forest / Coast)
- Ensure that the project staff members are available for periodic meetings as needed.
- The client will facilitate meetings with concerned government departments as required

## ANNEXURE 1 to ToR: Tentative List of Sub-Activities for DPR Preparation

SI No	Sub-Projects or Activities	Component Name under the Project
1	Afforestation and / or Restoration of Mangrove including nursery modernization	Component 2: Shoreline Management and Coastal protection and Conservation
2	Shelter Belt Plantations / Sand Dune Vegetations as Nature Based Solutions including nursery modernization	
3	Lateritic Area Afforestation including nursery modernization	
4	Conservation of Critically Vulnerable Coastal Wetlands	
5	Cane / Bamboo / Miscellaneous Plantations as vegetative plastic traps River Banks	
6	Olive Ridley Turtle Nurseries and Conservation Shelters	
7	Establishment of Eco-Parks	Component 3: Improving Livelihoods and Supporting Investments for Blue Economy
8	Establishment of Mangrove interpretation center	
9	Development of Mangrove Boardwalk and allied eco-tourism activities	
10	Crab Fattening and Mussel Culture	
11	ALDFG (Abandoned Fishing Gear & Plastic Waste) Collection Kiosks at Harbors	Component 4: Enhancing Plastic Circularity and Reducing Pollution
12	Material Recovery Facilities for Plastic Pollution Abatement	
13	Floating Trash Barriers deployed on Rivers	
14	Automatic Cloth Bag vending as an alternative to plastics	
15	Incentivized Plastic Collection Kiosks	
16	Plastic Processing Facilities for Plastic Pollution Abatement	

**PART II**

KEEPERS

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## Section 8. Conditions of Contract and Contract Forms

*[Notes: Part II includes two types of standard Contract forms for Consulting Services a Time-Based Contract and a Lump-Sum Contract].*

- (i) **Time-Based Contract.** *This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.*
- (ii) **Lump-Sum Contract.** *This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.*
- (iii) *The templates are designed for use in assignments **with consulting firms and shall not be used for contracting of individual experts.***

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Lump-sum Form of Contract  
**CONTRACT FOR CONSULTING SERVICES**

**CONTRACT No. [insert]**

THIS CONTRACT (“Contract”) is entered into this [insert starting date of assignment], by and between [insert Client’s name] (“the Client”) having its principal place of business at [insert Client’s address], and [insert Consultant’s name] (“the Consultant”) having its principal office located at [insert Consultant’s address<sup>1</sup>].

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

- 2. Term**
- The Consultant shall perform the Services during the period commencing [insert starting date] and continuing through [insert completion date], or any other period as may be subsequently agreed by the parties in writing.

- 3. Payment**
- A. Ceiling

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

Goods & Services Tax (GST) payable on the contract’s invoices, as per Applicable Law in India, will be identified separately, and

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<sup>1</sup> Avoid use of “P.O. Box” address

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will be reimbursed by the Client, subject to the Client performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc.

B. Schedule of Payments

The schedule of payments is specified below<sup>2</sup>:

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

C. Payment Conditions

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

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

**4. Project Administration**

A. Coordinator.

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

B. Reports.

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

**5. Performance Standards**

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

**6. Inspections and Auditing**

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

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<sup>2</sup> Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

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

- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software<sup>3</sup>.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of India, and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of India.
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after

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<sup>3</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

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

- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

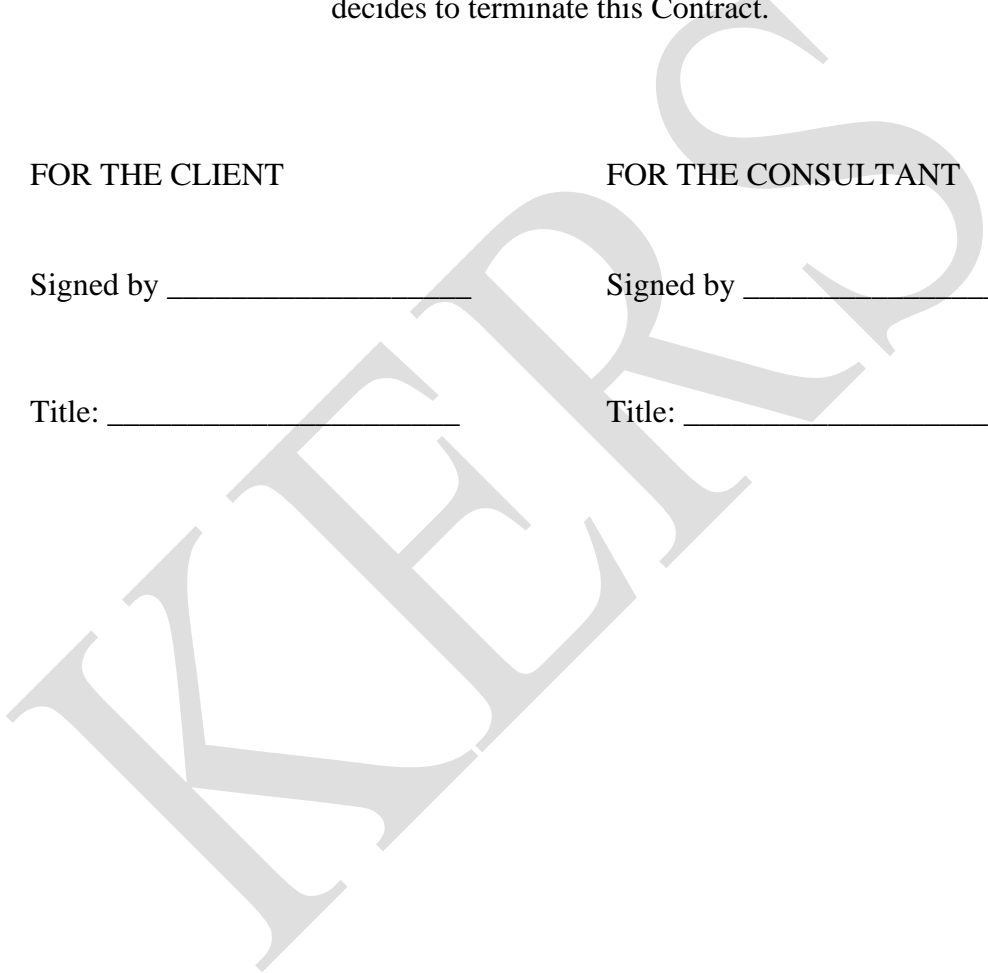
FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel and corresponding unit rates

Annex C: Consultant's Reporting Obligations

KEEPERS

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Time-Based Form of Contract  
**CONTRACT FOR CONSULTING SERVICES**

**CONTRACT No. *[insert]***

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address<sup>4</sup>]*.

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
  - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the reports listed in Annex B, “Consultant’s Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

- 2. Term** The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

- 3. Payment**
  - A. Ceiling**

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant’s remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

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<sup>4</sup> Avoid use of “P.O. Box” address

Goods & Services Tax (GST) payable on the contract's invoices, as per Applicable Law in India, will be identified separately, and will be reimbursed by the Client, subject to the Client performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc.

**B. Remuneration**

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent<sup>1</sup> (~~or~~ per day spent ~~or~~ per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

**C. Reimbursables**

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.<sup>2</sup>

**D. Payment Conditions**

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

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

**4. Project Administration**

**A. Coordinator**

The Client designates Mr./Ms. [*insert name and job title*] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and

<sup>1</sup> Select the applicable rate and delete the others.

<sup>2</sup> Specific expenses can be added as an item (iii) in paragraph 3.C.

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approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep, and shall cause its Sub-Consultants to keep, accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

**5. Performance Standards**

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

**6. Inspections and Auditing**

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitations a determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

**7. Confidentiality**

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

**8. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.<sup>3</sup>

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<sup>3</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 8.

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- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of India, and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of India.
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
  - (b) If the Consultant becomes insolvent or bankrupt;
  - (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
  - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

KEEPERS

## **LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

KEEPERS

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## ANNEX C

### Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

	Name	Rate (per month/day/ hour in Rs.)	Time spent (number of month/day/hour)	Total (Rs.)
(a)	Team Leader			
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables<sup>6</sup>

	Rate	Days	Total (Rs.)
(a)	International Travel		
(b)	Local Transportation		
(c)	Per Diem		
			Sub-total (2)

TOTAL COST \_\_\_\_\_

Physical Contingency<sup>7</sup> \_\_\_\_\_

CONTRACT CEILING \_\_\_\_\_

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<sup>6</sup> To include expenses for international travel, local transportation, per diem, communications, reporting costs, visas, inoculations, routine medical examinations, portage fees, in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes housing and \_\_\_\_\_ expenses).

<sup>7</sup> From 0 to 15 percent of total cost; use of contingency requires prior approval of the Client.