SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: IN-MDONER-549451-CS-QCBS

Project Management Consulting Services for Establishment and Operation of Knowledge and Information Sharing on Innovative Landscape Management Practices Hub

In Ministry of DoNER, Govt. of India

Client: Project implementation Unit (PIU), Ministry of DoNER, govt. of India

Country: INDIA

Project: Enhancing Landscape and Ecosystem Management Project in North

Eastern Region (PROGREEN Grant No. TF0C3612)

Issued on: 14.05.2026

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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 53

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No. 54

Name 54

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Time Input in Person/Month 54

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Total in Rs. 54

Key Experts 54

K-1 54

[*Home*] 54

[*Field*] 54

K-2 54

Non-Key Experts 54

N-1 54

[*Home*] 54

N-2 54

[*Field*] 54

Total Costs (Rs.) 54

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PART I

Section 1. Letter of Invitation

Letter of Invitation

Consulting Services

Name of Assignment: Project Management Consultancy for establishment and Operation of Knowledge and Information Sharing Hub in Ministry of DoNER, Govt of India

RFP Reference No.: IN-MDONER-549451-CS-QCBS

Loan No./Credit No./ Grant No.: PROGREEN Grant No. TFOC3612

Location and Date: New Delhi, 14.05.2026

1. The Ministry of Development of North Eastern Region (DoNER), through Government of India (hereinafter called "client") has received financing from International Bank for Reconstruction and Development (IBRD) for establishment and operation of Knowledge and Information Sharing on Innovative Landscape Management Practices Hub using "PROGREEN Grant" (hereinafter called "Grant") toward Enhancing Landscape and Ecosystem Management Project in North Eastern Region (P179935) for state of Nagaland and Tripura. The Project Implementation Unit (PIU), an implementing agency of the Client, intends to avail a portion of the proceeds of this Grant to eligible payments under the contract for which this Request for Proposals is issued.
2. The Project Implementation Unit (PIU) now invites online proposals to provide the following consulting services (hereinafter called "Services"): Project Management Consultancy Services for establishment and operations of Knowledge and Information Sharing on Innovative Landscape Management Practices Hub. More details on the Services are provided in the Terms of Reference (Section 7).
3. A firm will be selected under QCBS (Quality cum Cost based Selection) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" [September 2023] ("Procurement Regulations"), which can be found at the following website: www.worldbank.org
4. The RFP includes the following documents:
   Section 1 –Letter of Invitation
   Section 2 - Instructions to Consultants and **Data Sheet**
   Section 3 - Technical Proposal FTP - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 – Eligible Countries
   Section 6 – Fraud and Corruption
   Section 7 - Terms of Reference
   Section 8 - Standard Forms of Contract (Time-Based)
5. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

Shri Vijay Kumar Goel
Director, Ministry of DoNER
Block 8, Jodhpur Officers Hostel,
Pandara Park, India Gate, New Delhi-110003
Tel: 011-21410904; E-mail: goelvijay.17@gov.in

Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definition	a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time. c) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). d) "Borrower" means the Government, Government agency or other entity that signs the [loan/financing/grant1] agreement with the Bank. e) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant. f) "Client's Personnel" is as defined in Clause GCC 1.1 (e). g) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. h) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). i) "**Data Sheet**" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. j) "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any 1 ["loan agreement" term is used for IBRD loans; "financing agreement" is used for IDA credits; and "grant agreement" is used for Recipient-Executed Trust Funds administered by IBRD or IDA] day that is an official working day of the Borrower. It excludes the Borrower's official public holidays. k) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant. l) "Government" means the government of the Client's country. m) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the **Data Sheet**, distributed or received through the electronic-

	procurement system used by the Client) with proof of receipt. n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal. o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals. p) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub- consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant. r) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP. s) "Services" means the work to be performed by the Consultant pursuant to the Contract. t) "SPD - RFP" means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP. u) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract. v) "Terms of Reference (TORs)" (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**. 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

	2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense. 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.
3. Conflict of Interest	3.1 The Consultant is required to provide professional, Interest objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank. 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting Activities	(i) <u>Conflict between consulting activities and Activities 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.
b. Conflicting Assignments	(ii) <u>Conflict among consulting assignments:</u> a Consultant Assignments (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting Relationships	(iii) <u>Relationship with the Client's staff:</u> a Consultant Relationships (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii)

	the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require Competitive that the Consultants or their Affiliates competing for a Advantage specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Fraud and Corruption	5.1 The Bank requires compliance with the Bank's Anti-Corruption Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6. 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
6. Eligibility	6.1 The Bank permits consultants firms from all countries to offer consulting services for Bank- financed projects. 6.2 As an exception to the foregoing ITC 6.1 above:
a. Sanctions	6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.
b. Prohibitions	6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and: (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such

	exclusion does not preclude effective competition for the provision of Services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
c. Restrictions for State-Owned Enterprises	6.3.3 State-owned enterprises or institutions in the State-Owned Borrower's country may be eligible to compete and Enterprises be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.
d. Restrictions for Public Employees	6.3.4 Government officials and civil servants of the Public Employees Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless: i. the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and ii. their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

B. Preparation of Proposals	
7. General Consideration	7.1 In preparing the Proposal, the Consultant is expected to Considerations examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the Preparation of preparation and submission of its Proposal, and the Client Proposal shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms Comprising the listed in the **Data Sheet**. Proposal 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in

	competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery). 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1 The Consultant shall submit only one Proposal, in its own name. If a Consultant, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
12. Proposal Validity	12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
a. Extension of Proposal Validity	12.4 The Client will make its best effort to complete the Proposal Validity negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7 If any of the Key Experts become unavailable for the Key Experts at extended validity period, the Consultant shall seek to Validity Extension substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

	12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Contracting Services.
13. Classification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of Amendment of the RFP during the period indicated in the **Data Sheet** RFP before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below: 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing. 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals. 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals Specific Considerations	14.1 While preparing the Proposal, the Consultant must give Proposals Specific particular attention to the following: 14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may not allowed. 14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. 14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

	14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.
15. Technical Proposal Format and Content	15.1 The Technical Proposal shall be prepared using the Proposal Format Standard Forms provided in Section 3 of the RFP and shall and Content comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non- responsive. 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.
16. Financial Progress	16.1 The Financial Proposal shall be prepared using the Proposal Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
a. Price Adjustment	16.2 For assignments with a duration exceeding 36 months, a Adjustment price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in Proposal the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency Payment or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission Sealing, and Marking of Proposals	17.1 The Consultant shall submit a signed and complete Sealing, and Proposal comprising the documents and forms in Marking of accordance with ITC 10 (Documents Comprising Proposals Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The

	submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically. 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]." 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" "[Name of the Assignment], [reference number], [name and address of the Consultant]", and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]". 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
18. Confidentiality	18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who

	submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals. 18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures. 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.
19. Opening of Technical Proposals	19.1 The Client's evaluation committee shall conduct the Technical opening of the Technical Proposals in the presence of the Proposals Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23. 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
20. Proposals Evaluation	20.1 Subject to provision of ITC 15.1, the evaluators of the Evaluation Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable. 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposal	21.1 The Client's evaluation committee shall evaluate the Technical Technical Proposals on the basis of their responsiveness to Proposals the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposal QBS	22.1 Following the ranking of the Technical Proposals, when Proposals for the selection is based on quality only (QBS), the top- QBS ranked Consultant is invited to negotiate the Contract. 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed and the Bank Financial has issued its no objection (if applicable), the Client shall Proposals (for notify those Consultants whose Proposals were considered QCBS, FBS, and non-responsive to the RFP and TOR or did not meet the LCS methods) minimum qualifying technical score, advising them the following: i. their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; ii. provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; iii. their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and iv. notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend. 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: i. their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; ii. provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; iii. their Financial Proposal will be opened at the public opening of Financial Proposals; and iv. notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals. 23.3 The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 31.1. 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

	23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal Errors but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time Based Contracts	24.1.1 If a Time-Based contract form is included in the Contracts RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump- Sum Contracts	24.1.2 If a Lump-Sum contract form is included in the Contracts RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
25. Taxes	25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Combined Quality and Cost Evaluation	
a. Quality and Cost Based Selection (QCBS)	26.1 In the case of QCBS, the total score is calculated by Cost-Based weighting the technical and financial scores and adding Selection (QCBS) them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
b. Fixed Budget Selection (FBS)	26.2 In the case of FBS, those Proposals that exceed the budget Selection (FBS) indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected. 26.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least- Cost Selection	26.4 In the case of Least-Cost Selection (LCS), the Client will Selection select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.
D. Negotiations and Award	
27. Negotiations	27.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power ofattorney to negotiate and sign a Contract on behalf of the Consultant. 27.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
a. Availability of Key Experts	27.3 The invited Consultant shall confirm the availability of all Key Experts Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 27.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical Negotiation	27.5 The negotiations include discussions of the Terms of Negotiations Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope

	of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial Negotiations	27.6 The negotiations include the clarification of the Negotiations Consultant's tax liability in the Client's country and how it should be reflected in the Contract. 27.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
28. Conclusion of Negotiations	28.1 The negotiations are concluded with a review of the Negotiations finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative. 28.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
29. Notification of Award	29.1 Upon expiry of the Standstill Period, specified in ITC 30.1 Award or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form. Contract Award Notice Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information: a. name and address of the Client; b. name and reference number of the contract being awarded, and the selection method used; c. names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated; d. names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefore; e. the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and

	f. successful Consultant's Beneficial Ownership Disclosure Form, if specified in **Data Sheet** ITC 29.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online.
30. Signing of Contract	30.1 The Contract shall be signed prior to the expiry date of the Contract Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period. 30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**. 31. Procurement 31.1 The procedures for making a Procurement-related Related Complaint are as specified in the **Data Sheet**.
31. Procurement Related Complaint	31.1 The procedures for making a Procurement- related Complaint are as specified in the **Data Sheet**

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1.	**Electronic –Procurement System** The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process: https://eprocure.gov.in/cppp The electronic-procurement system shall be used to manage the following part of the RFP process: **Issuing RFP, submissions of Proposals, opening of Proposals**
2.1	**Name of the Client:** Project Implementation Unit (PIU), Ministry of DoNER, Govt. of India **Method of selection:** QCBS (Quality cum Cost based Selection) as per the Procurement Regulations for IPF Borrowers dated September 2023 (available on www.worldbank.org)
2.2	**Financial Proposal to be submitted together with Technical Proposal: Yes** The name of the assignment is: Project Management Consultancy Services for Establishment and Operation of Knowledge and Information Sharing Hub on Innovative Landscape Management Practices, Ministry of DoNER, Govt. of India
2.3	**A pre-proposal conference will be held: Yes** Date of pre-proposal conference: May 25, 2026 Time: 10.30 AM India, virtually Virtual Meeting Link: Title: Pre bid meeting on ELEMENT project Start time: 25 May 2026 10:30 AM Asia/Kolkata URL: https://bharatvc.nic.in/join/4025335238 Conference ID: 4025335238 Password: 193307 Description: Pre bid meeting on ELEMENT project Address: PIU, Ministry of DoNER, Block 8, Jodhpur Officers Hostel, Pandara Park, India Gate, New Delhi-110003 E-mail: goelvijay.17@gov.in Contact person/conference coordinator: Ms. Pratibha Kumari, Under Secretary, MDoNER, Govt of India E-mail: Pratibha.kumari@nic.in
2.4	**The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: N/A**
4.1	**Not Applicable**
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr
	B. Preparation of Proposals
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.

10.1	**The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders:** **<u>For FULL TECHNICAL PROPOSAL (FTP):</u>** **The Technical Proposal comprising:** 1. Power of Attorney to sign the Proposal 2. TECH-1 3. TECH-2 4. TECH-3 5. TECH-4 6. TECH-5 7. TECH-6 **And** **The Financial Proposal comprising:** 1. FIN-1 2. FIN-2 3. FIN-3 4. **FIN-4**
10.2	**Statement of Undertaking is required: Yes**
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes.
12.1	Proposals shall be valid for 120 calendar days from the date of proposal submission deadline.
12.4	Replace second sentence of ITC 12.4 with the following: "However, should the need arise, any request for extension of validity will be hosted on e-procurement portal and an e-mail will be sent to each Consultant. The Consultants may send their response if any on the e-procurement portal and through e-mail at the e-mail id given in **Data Sheet** 2.3. [modify if required]"
13	Replace ITC 13 with the following: "13.1 The e-procurement system specified in ITC 1(m) provides for online clarifications. A Consultant may request an online clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline, or raise its inquiries during the pre-proposal conference, if provided for in accordance with ITC 2.3. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond online by uploading the response (including an explanation of the query but without identifying its source) for information of all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described in ITC 13.1.1 and ITC 13.1.2 below. It is the consultant's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the RFP document. 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with the procedure described in the **Data Sheet**. The amendment shall be binding on all Consultants. The Client shall not be liable for any information not received by the Consultants. It is the Consultants' responsibility to verify the website for the latest information related to the RFP.

	13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals, by amending the RFP in accordance with ITC 13.1.1. 13.2 A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals. No modifications to the Technical or Financial Proposal shall be accepted after the proposal submission deadline. (a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the 'Proposal'. (b) For this purpose, modification/withdrawal by other means will not be accepted. (c) The modification and consequential re-submission of proposals is allowed any number of times. (d) A consultant may withdraw its proposal by using the appropriate option for proposal withdrawal, before the deadline for submission of proposals. However, if the proposal is withdrawn, re-submission is not allowed.
13.1	**Clarifications may be requested online no later than 10 calendar days prior to the submission deadline.** 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.
13.1.1	The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline. The system will also send auto-e-mail regarding hosting of amendment to Consultants who have started working on the RFP. The Consultants shall remain responsible to view amendment to RFP.
13.2(d)	Re-submission of the proposal is not allowed, if withdrawn.
14.1.2 (do not use for Fixed Budget method)	Estimated input of Key Experts' time-input: 206 person-months.
14.1.3	The Consultant's Proposal must include the minimum Key Experts' time-input of 206 person-months. for time- based For the evaluation and comparison of Proposals only: if a Proposal contracts includes less than the required minimum time-input, the missing time-input only (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.
14.1.4 and 26.2	Not applicable
15.1	Delete from the first sentence of ITC 15.1, the following: 'and shall comprise the documents listed in the **Data Sheet**'.

15.2	The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; 2) cost of travel by the most appropriate means of transport and the most direct practicable route; 3) communications costs; 4) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; 5) cost of reports production (including printing) and delivering to the Client;
16.2	Delete from ITC 16.2, the following: 'foreign and/or'. A price adjustment provision applies to remuneration rates: Yes
16.3	Information on the Consultant's tax obligations in India can be found from the Ministry of Finance, Government of India website http://finmin.nic.in Consultants and their Sub-consultants and Experts are responsible for payment of all taxes as applicable in India. The Client will, however reimburse on proof of submission with relevant Government Authority, the Goods & Services Tax (GST) payable on the contract value by the consultant, as per Applicable Law in India. Statutory deductions of taxes at source (TDS), however, shall be made as applicable. The above only are to be shown separately in the financial proposal.
16.4	The Financial Proposal shall be submitted in Indian Rupees.
16.5	Payments under the Contract shall be made in Indian Rupees.
	C. Submission, Opening and Evaluation
17	Replace ITC 17 with the following: "17.1 The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission shall be done electronically on the e-procurement system and in accordance with procedure specified in the **Data Sheet**. Proposals submitted by any other means will be rejected. Detailed guidelines for viewing proposals, and for online submission of proposals are given on the website. 17.2 An authorized representative of the Consultant shall digitally sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney to be scanned and uploaded together with the Technical Proposal. 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.4 The Proposal or its modifications must be uploaded on the e-procurement portal specified in ITC 1(m), no later than the deadline indicated in the Data Sheet, or any extension to this deadline. The electronic system will not accept

	any Proposal or its modification for uploading after the deadline, as per server time. 17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the **Data Sheet**."
17.1	The electronic submission procedures shall be as follows: The Consultants shall submit their Proposals (both Technical and Financial) electronically on the e-procurement portal specified in ITC 1(m), following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website: a. To participate in the e-tendering process, it is mandatory for the consultants to have enrolment/registration in the website, and valid Class III(DSC) with signing + Encryption Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, obtained from any of the licensed Certifying Agency authorized by the Government of India. Consultants can see the list of licensed CAs from the link www.cca.gov.in b. The consultant should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e- token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. c. The size of individual files containing the documents comprising the Proposal(s) shall not exceed 10 MB and there is no limit on the number of files to be uploaded. [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.
17.4	The Proposals must be uploaded on the e-procurement portal specified in ITC 1(m) no later than: Date: 15.06.2026 Time: 2.00 PM (India) Time
17.5	None
19	Replace ITC 19 with the following: "19.1The Client's evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the Data Sheet and this could be viewed online by the Consultants. The consultants or their authorized representatives may attend the online opening in person if this option is offered in the **Data Sheet**. The opening date, time and the address are stated in the **Data Sheet**. The folder with the Financial Proposal shall remain unopened, encrypted, in the e-procurement system until the subsequent public opening in accordance with ITC 23. 19.2At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant the name of the lead member and the names and the countries of all members; (ii)

<table>
<tr><td></td><td>the presence or absence of the folder with the Financial Proposal in the portal; and (iii) any other information deemed appropriate or as indicated in the Data Sheet.”</td></tr>
<tr><td>19.1</td><td>The procedure for online opening of technical proposals shall be:
Technical proposal will be opened on the e-procurement portal by the Client’s Evaluation Committee at the date and time indicated below.
Date: same as the submission deadline indicated in 17.4.
Time: 2.30 PM India Time
Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at:
Element Project: Ministry of DoNER, Govt. of India, Block 8, Jodhpur Officers Hostel, Pandara Park, India Gate, New Delhi-110003

In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day</td></tr>
<tr><td>19.2</td><td>In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A</td></tr>
<tr><td>21.1 [FTP]</td><td>Consultants technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must [for FTP] 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.
Part A: Mandatory Criteria

<table>
<tr><th>S.No</th><th>Basic Requirement</th><th>Specific Requirement</th><th>Documents Required</th></tr>
<tr><td>1.</td><td>Legal Entity</td><td>Bidder should be a company registered under Companies Act, 1956 or Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 operating for the last five years. Bidder should be an individual organization. Consortiums are not allowed.</td><td>Copy of Certificate of Incorporation,
Copy of GST certificate,
Copy of PAN</td></tr>
<tr><td>2.</td><td>Profitability of Bidder</td><td>Bidder must have reported profits in each of the last 3 financial years ending 31.03.2025</td><td>Certificate from the statutory auditor</td></tr>
<tr><td>3.</td><td>Turnover from Consulting Services</td><td>The Bidder should have minimum average annual turnover of Rs. 25 crores during last three (3) financial years (2022-23, 2023-24, 2024-25) from Consultancy Services</td><td>Certificate from the statutory auditor</td></tr>
</table>
</td></tr>
</table>

4.	Professional Strength	The bidder must have at least 75 full time consulting staff on its rolls, as on date of submission of the bid.	Certification by the Head (HR) for the number of technically qualified professional employed by the company
5.	Programme Management Capability In- depth understanding of bottlenecks of NE States, Land ownership pattern etc is necessary to ensure a customized approach	Bidder must have experience of successfully completed/ Ongoing at least two (2) PMU/PMA/PMC/PIU/ Consulting projects of value no less INR 50 Lakhs for Agri/ Horti/ Forestry/ Biodiversity/ Soil Conservation in NE State.	Work Order/ Engagement Letter/ Contract letter/ Award letter/ Completion Certificates from the client
6.	Experience in NE States	The bidder should have experience working in NE States with at least 50 resources deployed in NE States	Letter from the agency duly certified by HR.

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

S No	Evaluation Criteria	Max Score	Required Proof of Document
1.	**Experience of the Agency:** Bidder must have successfully completed/Ongoing at least two (2) PMU/PMA/PMC/PIU/ Consulting assignments of contract amount no less than INR 50 Lacs with Central Government/State Government/ Central Agencies More than 7 Projects- 20 Marks 7 Projects- 18 Marks	**40** 20	Work order/ Engagement Letter/ Contract Letter/ Award letter / Completion Certificates from the clients along with a tabular summary *"Ongoing assignments shall*

			6 Projects- 16 Marks 5 Projects- 14 Marks 4 Projects- 12 Marks 3 Project- 10 Marks Less than 2 projects- NR	20	*be considered acceptable only if a minimum of 20% Billing has already been invoiced and paid to the bidder."*
			Bidder must have experience of successfully completed/ Ongoing PMU/PMA/PMC/PIU/Consulting contracts of value no less than INR 50 Lacs of at least two (2) externally aided projects such as World Bank, ADB, KFW, JICA, etc. implemented for Agri/ Horti/ Forestry/ Biodiversity/ Soil Conservation in NE State More than 7 Projects- 20 Marks 7 Projects- 18 Marks 6 Projects- 16 Marks 5 Projects- 14 Marks 4 Projects- 12 Marks 3 Project- 10 Marks Less than 2 projects- NR		
		2.	Qualification and competence of key staff for the assignment i. Project Manager (1)- **7 Marks** ii. Business/ Knowledge Strategist (1) - 5 Marks iii. Content Developer (1) - **3 Marks** iv. Business/ Data Analyst (2) – **3*2 = 6 Marks** v. Procurement and Contract Management expert (1) - **3 Marks** vi. Technical expert (1) for platform design and development- **3 Marks**	**30**	CVs of the proposed resources

			vii. Financial Management Expert (1) - **3 Marks** The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: i. General qualifications (general education, training, and experience): **15%** ii. Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): **80%** iii. Experience in promoting/supporting agri entrepreneurship development programs/ activities: **5%**		
		3.	Approach and work plan Methodology (including presentation)**- 30 Marks** **i. Technical Approach & Methodology (20)** **ii. Work Plan (05)** **iii. Organization and Staffing (05)**		

A minimum score of 60% is required for qualifying in the technical bid. A proposal shall be rejected at this stage if it does not respond to an aspect of the Technical Evaluation criteria, Term of Reference, or if it fails to achieve the minimum technical proposal score.

The selection of the Firm/Agency shall be carried out using the **Quality and Cost Based Selection (QCBS)** method with a weightage of **70:30**, where:

- **70% weightage** is assigned to the **Technical Proposal**
- **30% weightage** is assigned to the **Financial Proposal**

4.	**Qualification and Experience of the professional Staff**		
S. No	**Designation**	**Qualification**	**Experience**
1	Project Manager (1)	**Essential**: PGDM/MBA with min 10 years of experience	Essential: Minimum 10 years of professional experience in planning, coordination, and management of multi-component programs/projects, including preparation and monitoring of Annual Work Plans & Budgets (AWPBs) and milestone-based implementation.
2	Business/ Knowledge Strategist (1)	**Essential**: PGDM/MBA with min 7 years of experience	Essential: Minimum 7 years of experience in knowledge management, sectoral strategy, or content ecosystem design in development, environment, forestry, NRM, or allied sectors.
3	Content Developer (1)	**Essential**: PGDM/MBA with min 7 years of experience	Essential: Minimum 7 years of experience in development of structured knowledge and communication materials, including

				case studies, policy briefs, technical notes, and training content.
	4	Business/ Data Analyst (2)	**Essential**: BCA/MCA/ MBA or equivalent with min 7 Years of experience.	Essential: Minimum 7 years of experience in data analysis, analytics design, and evidence generation for development programs.
	5	Procurement and Contract Management Expert (1)	**Essential**: PGDM/MBA with min 7 years of experience	Essential: Minimum 7 years of experience in procurement planning, contract management, and consultant selection
	6	Technical Lead (1) for platform design and development	**Essential**: B-Tech / MBA or related field with min 7 Years of experience	Essential: Minimum 7 years of experience in preparation and validation of SRS, user stories, workflows, and technical specifications, and coordination with IT development vendors.
	7	Financial Management Expert (1)	**Essential**: PGDM /MBA/ Master in Finance and related field with 7 years of experience	Essential: Minimum 7 years of experience in financial management of Government projects, including budgeting, fund flow, accounting, and financial reporting.

21.1 [for STP]	Not applicable
22.2	Replace second sentence of ITC 22.2 with the following: "All other Financial Proposals shall not be opened"
Public Opening of Financial Proposals	
23	Replace ITC 23.1 with the following: "23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify online through e- procurement portal those Consultants whose Proposals were considered non- responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will not be opened; and (iv) notify them of the date, time and location of the online public opening of the Financial Proposals and invite them to attend." In ITC 23.2(b) first sentence, after the words 'in writing', add the following: 'online through e-procurement portal' In ITC 23.2(b)(iv), after the words 'location of the' add the following: 'online' Replace ITC 23.4 with the following: "23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online) is optional and is at the Consultant's choice" Replace ITC 23.5 with the following: "The Financial Proposals shall be publicly opened online by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the Data Sheet. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud and recorded online simultaneously. The Financial Proposals shall be then opened, and the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the e-procurement portal for the information of all Consultants who submitted Proposals and the Bank, unless the **Data Sheet** provides for other means of sending notifications and the results of the financial opening."
23.5	Following the completion of the evaluation of the Technical Proposals, the Client will notify online through e-procurement portal, all Consultants of the location, date and time of the public opening of Financial Proposals. Any interested party who wishes to attend this public opening should contact [insert name and contact details for responsible officer] and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made

	before the deadline for submission of Proposals, stated above. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day.
25.1	For the purpose of the evaluation, the Client will exclude: all local identifiable indirect taxes such as GST or similar taxes levied on the contract's invoices. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1 (QCBS only)	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100**. **The formula for determining the financial scores (Sf) of all other Proposals is calculated** **as following**: **Sf = 100 x Fm/ F**, in which "**Sf**" is the financial score, "**Fm**" is the lowest price, and "**F**" the price of the proposal under consideration. The selection of the Firm/Agency shall be carried out using the **Quality and Cost Based Selection (QCBS)** method with a weightage of **70:30**, where: • **T= 70% weightage** is assigned to the **Technical Proposal** • **P= 30% weightage** is assigned to the **Financial Proposal** Proposals are ranked according to their **combined technical (St)** and **financial (Sf)** scores using the weights (**T = the weight given to the Technical Proposal**; **P = the weight given to the Financial Proposal;** T + P = 1) as following: **S = St x T% + Sf x P%.**
	D. Negotiations and Award
27.1	**Expected date and address for contract negotiations:** **Date:** June 26, 2026 (Tentative) Address: Ministry of DoNER, Govt. of India, Block 8, Jodhpur Officers Hostel, Pandara Park, India Gate, New Delhi-110003
29	Replace ITC 29 with the following: "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. Contract Award Notice

	Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information: a) name and address of the Client; b) name and reference number of the contract being awarded, and the selection method used; c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated; d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; and e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope. 29.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette and on e- procurement portal."
30.1	Replace ITC 30 with the following: "The Contract shall be signed prior to the expiry date of the Proposal validity, specified in ITC 12.1 or any extension thereof."
30.2	Expected date for the commencement of the Services: Date: Will be decided after the finalization of RFP
31.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: For the attention: Mr. Vijay Goel Title/position: Director Client: PIU, Ministry of DoNER, Block 8, Jodhpur Officers Hostel, Pandara Park, India Gate, New Delhi-110003 E-mail: goelvijay.17@gov.in 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. Instructions to Consultants

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

Checklist of Required Forms

Required for FTP or STP		Form	Description	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form	04
✓		TECH-2	Consultant's Organization and Experience	20
✓		TECH-2A	Consultant's Organization	10
✓		TECH-2B	Consultant's Experience	10
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	6
✓		TECH-3A	A. On the Terms of Reference	3
✓		TECH-3B	B. On the Counterpart Staff and Facilities	3
✓		TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	30
✓		TECH-5	Work Schedule and Planning for Deliverables	5
✓		TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	5 Pages per 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.

Form TECH-1

Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Project Management Consultancy Services for **Establishment and Operation of Knowledge and Information Sharing Hub on Innovative Landscape Management Practices** 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.

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, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council.
f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.
g) Except as stated in the **Data Sheet**, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 27.4 may lead to the termination of Contract negotiations.
h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name):

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}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant's Key Experts, the duration of the assignment, the contract amount (total the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company

2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

B - Consultant's Experience

1. List only previous similar assignments successfully completed or Ongoing in the last five years from the date of proposal submission deadline.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/ outputs	Name of Client & Country of Assignments	Approx Contract Value (In Rs.)	Role on the Assignment

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing}

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

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

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

FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

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

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

FORM TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

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

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

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

Full time input

Part time input

FORM TECH-6

(CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert	{Insert Full Name}
Date of Birth	{day/month/year}
Country of Citizenship/Residence	

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

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

Period	**Employing organization and your title/position. Contact information for references**	**Country**	**Summary of activities performed relevant to the Assignment**

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

Name of Expert Signature Date

Name of authorized Signature Date

Representative of the Consultant

(the same who signs the Proposal)

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

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 Project Management Consultancy Services for **Establishment and Operation of Knowledge and Information Sharing Hub on Innovative Landscape Management Practices** 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	Amount and Currency	Purpose of Commission or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."} We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

_____

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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 Rupees (Rs.)
Cost of Financial Proposal	
Including:	
(1) Remuneration	
(2) Reimbursables	
Total Cost of the Financial Proposals: {Should match the amount in Form FIN-1}	
Indirect Local Tax Estimates- to be discussed and finalized at the negotiations if the Contract is awarded	
Total Estimate for GST:	

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.**
	Key Experts				
K-1			[*Home*]		
			[*Field*]		
K-2					
	Non-Key Experts				
N-1			[*Home*]		
N-2			[*Field*]		
	Total Costs (Rs.)				

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	{Day}			
	{e.g., International	{Ticket			
	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{e.g., reproduction of				
	{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.

Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Fraud and Corruption

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

1. **Purpose**

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

2. Requirements

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

2.2 To this end, the Bank:

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

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, 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;1 (ii) to be a nominated2 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 inspect3 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.

1 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.

2 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.

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

Section 7. Terms of Reference

TERMS OF REFERENCE FOR SELECTION OF PROJECT MANAGEMENT CONSULTANCY AGENCY (Firms/Companies)

Background

1. The **ELEMENT Project** adopts a community-led and integrated approach to promote sustainable landscape management and restoration, aimed at improving ecosystem services while simultaneously strengthening landscape-based value chains to improve local livelihoods. The Project further focuses on strengthening the market linkages and facilitating the development of community-based enterprises centred around high-value forest products, with a special emphasis on the empowerment of women and youth. The ELEMENT project is proposed to be implemented over a period of five-years (2025-2030) through key state-level agencies, namely, the State Forest Development Agency (SFDA), Tripura, and the Society for Climate Resilient Agriculture in Nagaland (SoCRAN).
2. At the national level, the Ministry of Development of North Eastern Region (MDoNER), under the PROGREEN Grant administered by the World Bank, has been mandated to provide overarching support by serving as a 'hub' for regional knowledge strategy development, information sharing on innovation in landscape management, and related inter-state coordination, thereby, strengthening capacities for integrated landscape management. This will be operationalized through, *inter alia*:
   i. Establishment of a digital knowledge platform, and
   ii. Information dissemination and sharing via field exchange, learning, and knowledge systems.
3. Purpose of the Terms of Reference: Accordingly, a Project Implementation Unit (PIU) has been established under the aegis of MDoNER to implement the knowledge platform development and information-sharing sub-component of the ELEMENT Project. The Ministry intends to engage a **Consulting Firm** to establish and operate a **full-scale Project Management Unit (PMU)** to support implementation of Sub-Component 1.4 of the ELEMENT Project.
4. ***Objective of the Engagement:***

The PMU shall:

- Provide strategic, technical, procurement, financial, analytical, and content-development support to PIU-MDoNER.
- Coordinate development of the Digital Knowledge Platform.
- Enable high-quality knowledge products, analytics, documentation, and dissemination.
- Strengthen institutional capacities and ensure alignment with World Bank and Government of India requirements.
- Ensure timely reporting, monitoring, compliance, and delivery of outputs

The engagement now covers **Seven (7) positions** deployed across the full project duration as per approved deployment plan.

PMU positions to be deployed

S. No.	Position	No. of Position	Duration (Months)
1.	Project Manager	1	36
2.	Business/Knowledge Strategist	1	32
3.	Content Developer	1	30
4.	Business/Data Analyst	2	60
5.	Procurement and Contract Management Expert	1	6
6.	Financial Management Expert	1	36
7.	Technical Lead	1	6
Total		**8**	**206**

5. **Implementation Arrangement:** The Ministry of DoNER will host a Project Implementing Unit (PIU). The PIU which will be responsible for all matters related to project administration such as preparation and implementation of project plans, compliance of safeguards (ESF compliance monitoring) and fiduciary norms, M&E functions, grievance redress, implementation of strategies for communication and stakeholder engagement etc. The PIU will have experts on deputation from line departments and hired from the market.
6. PIU will be supported by Project Management Consultants, technical institutions (Technical Partners) of the State Government viz., Forest Department, State Biodiversity Board, Technical Support Agency, Bamboo Mission, Bio Resource Mission etc. and facilitating
7. **Appointment of PMC**

7.1 Selection of PMC: The Project Head, PIU will appoint an agency for PMC for the project after a competitive selection process as specified in the procurement plan of the Project.

7.2 Area of operations: PMC will closely work with the project for its implementation in Nagaland and Tripura. PMC will be stationed in New Delhi in and will be required to frequently travel to project districts as per the requirement of the project.

7.3 Period of assignment: The period of consultancy is for 206 Person Months (excluding support staff) over a period of five (3) years. The contract will be given for the entire period of the project. However, if the performance of the PMC is found to be satisfactory the PIU will issue a notice for extension of the validity of the contract for One (1) Year .

7.4 Scope of services/ Functions of PMC

The selected consulting firm shall provide a full-time, multi-disciplinary **Project Management Unit (PMC)** responsible for planning, coordination, technical support, platform development, knowledge management, financial management, procurement, and reporting for MDoNER under Sub-Component 1.4. The indicative roles and

responsibilities for each individual position are outlined as below, but may not be limited to the following:

7.4.1 Project Manager

Provide end-to-end leadership for planning, coordination, implementation, monitoring, and delivery of all activities under Sub-component 1.4, including establishment of the Digital Knowledge Platform and Knowledge Ecosystem.

The project Manager Shall undertake below responsibilities:

- Lead preparation of the Annual Work Plan & Budget (AWPB) for Sub-component 1.4.
- Develop implementation strategy and roadmap for the Knowledge Platform and knowledge-sharing ecosystem.
- Coordinate cross-functional teams and ensure alignment with MDoNER and World Bank guidelines.
- Oversee execution of all knowledge management, platform development, content creation, and outreach initiatives.
- Ensure timely delivery of milestones as per approved work plans.
- Supervise and manage all external experts (strategy, content, technical, procurement & Contract Management).
- Facilitate collaboration between internal MDoNER officials and expert teams.
- Develop monitoring framework for knowledge products and platform performance.
- Provide monthly, quarterly, and annual progress reports to MDoNER & World Bank.
- Ensure compliance with administrative, financial, procurement, and safeguard requirements.
- Liaise with World Bank, State PMUs (Nagaland & Tripura), research partners, and technical institutions.
- Facilitate high-level consultations, workshops, and knowledge events.
- Support procurement planning & TOR development.
- Identify risks and mitigation plans.
- Ensure full documentation of project outputs and knowledge assets.

7.4.2 Business Knowledge Strategist

Design and operationalize the knowledge management strategy, content framework, and thematic architecture for the knowledge platform.

The Business Knowledge Strategist Shall undertake below responsibilities:

- Conduct baseline assessment to identify priority themes in forest landscape management, NRM (National Resource Management), HVFP (High Value Forest Products) value chains, climate resilience, etc.
- Design overall knowledge flow architecture: inputs → processing → curation → dissemination.
- Define content types: case studies, technical notes, how-to guides, SOPs, audiovisual learning modules.
- Provide functional and structural inputs for digital platform design, user journeys, and information architecture.

- Ensure platform is responsive to multiple user groups (policy makers, practitioners, communities, researchers).
- Facilitate dialogues with sector experts, academia, research agencies, community-level institutions.
- Support co-creation of knowledge products with national and international partners.
- Conceptualize and support webinars, workshops, knowledge forums, peer-learning sessions.
- Develop outreach strategy for disseminating knowledge across NER states.
- Track usage, impact, and feedback on knowledge products.
- Periodically update thematic knowledge plans based on emerging trends.

7.4.3 Content Developer

Develop high-quality, well-structured knowledge products and communication materials for the Knowledge Platform and field dissemination.

The Content Developer shall undertake below responsibilities:

- Draft, edit, refine knowledge material:
  - Case studies
  - Best practices
  - Technical briefs
  - Policy summaries
  - Training material
- Ensure contextualization to NER socio-ecological conditions.
- Convert raw technical data, research inputs, and field learnings into user-friendly formats.
- Maintain repository of verified information, images, videos, graphics.
- Prepare scripts, storyboards, infographics, brochures, factsheets.
- Work with designers to produce visual content.
- Upload, categorize, and update content on the digital platform.
- Ensure structured tagging, metadata, and usability standards.
- Ensure language, tone, and formatting aligned with MDoNER branding.
- Maintain version control and documentation.

7.4.4 Business/ Data Analyst

The Business/Data Analyst shall support data assessment, analytical insight generation, and definition of reporting and knowledge requirements for decision-making and content development under the Digital Knowledge Platform. The role shall focus on analytics design, validation, and user-oriented knowledge support, while all platform-side development, geospatial/EO analytics, data engineering, and system integration shall be undertaken by the appointed IT development firm.

The Business/ Data Analyst shall undertake below responsibilities:

- Coordinate collection and collation of data from project States (Nagaland and Tripura), JFMC/EDC reports, research agencies, field studies, and other secondary sources, in coordination with PIU and State focal points
- Assess and document data quality, completeness, reliability, and suitability for analytical and knowledge-management purposes.
- Conduct quantitative and qualitative analysis to generate insights, trends, and evidence aligned with project objectives.

- Define analytics, dashboard, indicator, and reporting requirements, including business logic, user perspectives, and information flows, for implementation by the IT development firm.
- Provide functional specifications and metadata requirements for dashboards, indicators, and map-based visualizations, without undertaking their technical development.
- Review, validate, and provide feedback on dashboards, indicators, maps, and analytical outputs developed by the IT/GIS vendor to ensure accuracy, relevance, and usability.
- Support and participate in User Acceptance Testing (UAT), including validation of analytical outputs against field data and agreed requirements.
- Support preparation of knowledge products, including:
    - Case studies
    - Policy briefs
    - Trend and thematic analysis
    - Best-practice documentation
- Coordinate with the Technical Lead and IT development firm on data taxonomy, content classification, tagging logic, and search requirements, without undertaking database configuration or system-level implementation.
- Review and interpret platform usage analytics, content performance metrics, and user feedback reports generated by the IT development firm.
- Ensure alignment of analytical outputs with user needs, field realities, and the overall knowledge-management architecture of the platform.
- Provide analytical inputs to PIU for future enhancements, prioritization of analytical modules, and evidence-based decision-making.

7.4.5 Technical Lead

The Technical Lead shall provide technical oversight, architecture guidance, and vendor coordination for the design, development, and operationalization of the Digital Knowledge Platform, which shall be implemented by a separate IT development firm.

The Technical Lead shall undertake below responsibilities:

- Act as the technical focal point between PIU, the PMC, and the appointed IT development vendor.
- Lead preparation and validation of System Requirement Specifications (SRS), user stories, functional workflows, and technical architecture frameworks
- Review and guide the platform architecture, scalability approach, data structures, security design, and interoperability standards proposed by the IT development firm.
- Oversee UI/UX concepts, including review of wireframes, prototypes, and user-flow diagrams prepared by the vendor, ensuring alignment with user needs and Ministry requirements.
- Ensure that the platform design supports multi-device access, accessibility standards, content discoverability, and future scalability.
- Coordinate and supervise User Acceptance Testing (UAT), performance validation, and functional testing conducted by the IT development firm.

- Monitor vendor compliance with agreed service levels, delivery timelines, cybersecurity standards, and data protection protocols.
- Review and approve technical documentation, including system manuals, user guides, and handover materials prepared by the vendor.
- Support PIU in performance monitoring of the platform, including analytics usage, uptime reports, and issue-tracking dashboards.
- Facilitate coordination with PIU, ICT and communication teams to ensure integration with existing information systems and knowledge workflows.
- Provide technical advisory support for future enhancements, upgrades, and feature expansions of the platform.
- Maintain coordination with relevant stakeholders, including designated focal points in Tripura and Nagaland, to ensure effective knowledge capture and exchange, without assuming development or operational responsibilities.

7.4.6 Procurement and Contract Management Expert

Manage procurement activities in alignment with World Bank procurement regulations.

The Procurement and Contract Management Expert shall undertake below responsibilities:

- Prepare procurement plans, contract documents, bid evaluation reports.
- Ensure compliance with WB Procurement Regulations & Government norms.
- Support hiring of consulting firms, individual consultants, IT service providers, suppliers.
- Manage RFPs, RFQs, TOR development, evaluation processes.
- Explore partnerships with research institutions, CSRs, and international agencies etc.
- Maintain records of procurement actions and contract management activities.
- Support audit, reporting, and STEP portal updates.
- Procurement expert should have received formal training on World Bank Procurement Regulations. If identified expert is not trained on the World Bank Procurement Regulations, then consultant at its own effort and cost shall get the expert trained on World Bank Procurement Regulations within 01 month of the deployment. This condition shall apply to replacement of expert (if any).

7.4.7 Financial Expert

The Financial Management Expert will support MDoNER's PIU in budgeting, fund management, accounting, financial reporting, compliance, and audit coordination for Sub-component 1.4, ensuring adherence to Government of India financial rules and World Bank requirements.

The Financial Expert shall undertake below responsibilities:

- Facilitate preparation of annual project budget & coordinate fund releases for activities.
- Ensuring proper accounting of all project related receipts & expenditure is maintained.
- Ensuring that all payments are reviewed in the accounting system correctly and in a timely manner, and all expenditure items meet the eligibility criteria and are supported by adequate documentation.

- Monitor & review project expenditures to ensure compliance.
- Conduct periodic analysis of the execution of the procurement and disbursement projections and provide analysis of the any significant variances between planned vs actual expenditures.
- Conduct analysis of the financial execution of the approved procurement plan and budget, disbursement projections as well as financial vs physical progress. Analyze and document any significant variations.
- Conduct periodic reconciliation of disbursements/ advances.
- Prepare necessary financial information and analysis for reporting in periodic progress report of the project and also for audit purpose.
- Coordinate with responsible parties on the financial matters including interim financial reports
- Ensuring that all financial records are orderly filed and stored physically safe location and an electronic back up is conducted regularly.
- Examining financials aspects of collaboration/procurement agreements under the project.
- Any other task assigned from time to time, as may be considered necessary by the Project Head.
- The FM expert shall co-ordinate with all the stakeholders for timely submission of the expenditure and other financial reports and facilitate the accounts staff in the compilation of the accounts and report the expenditure as per component/sub-component and prepare the IUFRs (Interim Unaudited Financial Reports) on or before the 10th of the following month and submit it accordingly and the World Bank on a quarterly basis for reimbursement. The FM expert should also ensure that the IUFR submitted is prepared based on actual expenditures incurred under the project.
- The FM Expert shall prepare and maintain all financial information, records, statements and supporting documents on a regular basis in a manner that will enable timely review by internal and external auditors. The FM Expert shall ensure that the financial documentation and schedules necessary for preparation and submission of the project-specific audit report to the World Bank are complete, accurate and up-to-date during the period of his/her engagement.

Resources to be made available by the project

8. The PMC would be given access to project documents, correspondence, and any other information relating to the Project and deemed necessary by the PIU. The PMC would be provided copies of the Project Implementation Plan (PIP), Project Operations Manual, Procurement and Financial Management Manual and technical notes and guidelines provided by Project Support Agencies, Grant Agreement between the ZPMU and VEMC, and other guidelines, policies and procedures issued by Project management and implementing agencies and relevant World Bank policies and guidelines/manuals for project such as ESMF and other such guidelines or policy documents etc.).

Reporting

9. The PMC, in consultation with the PIU officials, will prepare its Inception Report within 15 days from the start of the assignment. The inception report will necessarily cover their Project Delivery Plan (PDP) for 3 years.
10. PMC will work under the overall supervision of the Project Head of the PIU. The detailed schedule of activities under the project will be as per the Project Implementation Plan of the Project. PMC will report to the PIU all incidents that might pose risk(s) of any kind to the project and its stakeholders (social risk, environmental risk, financial risk, reputational risk etc.)
11. PMC will submit following period reports (monthly and six-monthly reports)
    a) Progress of PMC as per its schedule of activities and delivery plans for next-month /next six month (monthly and six-monthly cumulative report)
    b) Achievement of Physical and Financial Targets of the project under different components and sub-components (monthly and six-monthly cumulative report)
    c) Summary of GRM reports (monthly)
    d) Compliance by PFA and VEMC of instructions issued by the PIU (monthly)
    e) Other necessary reports as mentioned and required by the SPMU.

Performance of the PMC

12. The broad outputs expected from PMC are as per these Terms of Reference and any other specific requirements asked by PIU. Performance appraisal of the PMC will be carried out by a committee set up by the PIU every six month. The committee will take decision to continue with the PMC for rest of the project period or not. The decision of the committee will be final and binding on all parties.
13. The PMC will employ a multidisciplinary team of professionals comprising of following experts. The proposed team is the minimum desirable personnel keeping in view the quantum of fieldwork, office work and the overall responsibility of the PMC for effective implementation of the project in the assigned area. The deployment of experts shall be on a full-time basis, with the experts normally required to work on-site at MDoNER. Seating space and basic office infrastructure will be provided by MDoNER. However, if needed, experts may have to tour the project sites.

S. No.	Position	No. of Position	Duration (Months)
1.	Project Manager	1	36
2.	Business/Knowledge Strategist	1	32
3.	Content Developer	1	30
4.	Business/Data Analyst	2	60
5.	Procurement and Contract Management Expert	1	6
6.	Financial Management Expert	1	36
7.	Technical Lead	1	6
Total		**8**	**206**

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PART II

Section 8. Conditions of Contract and Contract Forms

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.

TIME-BASED FORM OF CONTRACT

S T A N D A R D F O R M O F C O N T R A C T

Consultant's Services

Time-Based

CONTRACT FOR CONSULTANT'S SERVICES

Time-Based

Project Name _____

[Loan/Credit/Grant] No._____

Assignment Title: _____

Contract No. _____

between

[Name of the Client]

And

[Name of the Consultant]

Dated:

I. Form of Contract

TIME-BASED

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

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, Project Implementation Unit (PIU), Ministry of DoNER and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

WHEREAS

a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
c) the Client has applied for a loan from the International Bank for Reconstruction and Development (IBRD) toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

this Contract:

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

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

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

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
    a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
    b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of [Name of Client]

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

[Authorized Representative of the Consultant – name and signature]

II. General Conditions of Contract

A. GENERAL PROVISIONS

No		
1.	Definitions	1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: a) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time. b) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). c) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank. d) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant. e) "Client's Personnel" refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client's obligations under the Contract; and any other personnel identified as Client's Personnel, by a notice from the Client to the Consultant. f) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract. g) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices). h) "Day" means a working day unless indicated otherwise. i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant to perform the Services or any part thereof under the Contract.

		k) "Foreign Currency" means any currency other than the currency of the Client's country. l) "GCC" means these General Conditions of Contract. m) "Government" means the government of the Client's country. n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal. o) "Local Currency" means the currency of the Client's country. p) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them. q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto. s) "Third Party" means any person or entity other than the Government, the Client, the Consultant.
2.	Relationship between the Parties	Nothing contained herein shall be construed as establishing a between the Parties relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3.	Law Governing Contract	Law Governing 3.1. This Contract, its meaning and interpretation, and the relation Contract between the Parties shall be governed by the Applicable Law.
4.	Language	This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5.	Headings	The headings shall not limit, alter or affect the meaning of this Contract.
6.	Communications	Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

7.	Location	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8.	Authorized	Any action required or permitted to be taken, and any document Representatives required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
9.	Fraud and Corruption	9.1 The Bank requires compliance with the Bank's Anti-Corruption Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.
a.	Commission and Fees	9.2 The Client requires the Consultant to disclose any commissions Fees or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT		
10.	Effectiveness of Contract	This Contract shall come into force and effect on the date (the Contract "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
11.	Termination of Contarct for Failure to Become Effective	If this Contract has not become effective within such time Contract for Failure period after the date of Contract signature as specified in the to Become SCC, either Party may, by not less than twenty two (22) days Effective written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
12.	Commencement of Services	The Consultant shall confirm availability of Key Experts and Services begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
13.	Expiration of Contract	Unless terminated earlier pursuant to Clause GCC 19 hereof, Contract this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
14.	Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
15.	Modifications or Variations	Any modification or variation of the terms and conditions of Variations this Contract, including any modification or

		variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
16.	Force Majeure	
a.	Definition	16.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies. 16.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. 16.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
b.	No Breach of Contract	16.4 The failure of a Party to fulfill any of its obligations hereunder Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
c.	Measures to be Taken	16.5 A Party affected by an event of Force Majeure shall continue be Taken to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. 16.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. 16.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. 16.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and

		necessarily incurred, and, if required by the Client, in reactivating the Services; or b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. 16.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 53 & 54.
17.	Suspension	The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
18.	Termination	This Contract may be terminated by either Party as per provisions set up below:
a)	By the Client	18.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f): a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18; b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 54.1; d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13. 18.2 If the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Attachment 1 to the GCC, in competing for or in executing the

		Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
b)	By the Consultant	18.3 By the 19.1.3 The Consultant may terminate this Contract, by not less than Consultant thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 54.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue. b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 54.1. d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
c)	Cessation of Rights and Obligations	19.4 Upon termination of this Contract pursuant to Clauses GCC Rights and 12 or GCC 19 hereof, or upon expiration of this Contract Obligations pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
d)	Cessation of Services	19.5 Cessation of 19.1.5 Upon termination of this Contract by notice of either Party Services to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
e)	Payment upon Termination	19.6 Upon termination of this Contract, the Client shall make the upon following payments to the Consultant: a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to

		the effective date of termination; and pursuant to Clause GCC 47; b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.
C. Obligation of the Consultants		
19.	General	
a)	Standard of Performance	19.1 The Consultant shall perform the Services and carry out the Performance Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties. 19.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services. 19.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
b)	Law Applicable to Services	19.4 The Consultant shall perform the Services in accordance with Applicable to the Contract and the Applicable Law and shall take all Services practicable steps to ensure that any of its Experts and Sub- consultants, comply with the Applicable Law. 19.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. 19.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
20.	Conflict of Interest	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a)	Conflict Not to Benefit from Commissions, Discounts, etc.	20.1 The payment of the Consultant pursuant to GCC F (Clauses Not to Benefit GCC 46 through 51) shall constitute the Consultant's only from payment in connection with this Contract and, subject to Commissions, Clause GCC 20.3, the Consultant shall not accept for its Discounts, etc. own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder. 20.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
b)	Consultant and Affiliates Not to Engage in Certain Activities	20.3 The Consultant agrees that, during the term of this Contract and Affiliates and after its termination, the Consultant and any entity Not to Engage affiliated with the Consultant, shall be Activities disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
c)	Prohibition of Conflicting Activities	20.4 The Consultant shall not engage, and shall cause its Experts Conflicting not to engage, either directly Activities or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d)	Strict Duty to Disclose Conflicting Activities	20.5 The Consultant has an obligation and shall ensure that its Disclose Experts and shall have an obligation to Conflicting disclose any situation of actual or potential conflict that Activities impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
21.	Confidentiality	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
22.	Liability of the Consultant	Subject to additional provisions, if any, set forth in the SCC, Consultant the Consultant's liability under this Contract shall be as determined under the Applicable Law.
23.	Insurance to be taken out by the Consultant	The Consultant (i) shall take out and maintain own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The

		Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
24.	Accounting Inspection and Auditing	24.1 The Consultant shall keep, and shall make all reasonable Inspection and efforts to cause its Sub-consultants to keep, accurate and Auditing systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs. 24.2 Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
25.	Reporting Obligations	The Consultant shall submit to the Client the reports and Obligations documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.
26.	Proprietary Rights of the Client in Reports and Records	26.1 Unless otherwise indicated in the SCC, all reports and of the Client in relevant data and information such as maps, diagrams, plans, Reports and Records databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client. 26.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
27.	Equipment, Vehicles and Materials	27.1 Equipment, vehicles and materials made available to the and Materials Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked

		accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value. 27.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.
28.	Code of Conduct	Not used
29.	Forced Labor	The Consultant, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
30.	Child Labor	The Consultant, shall no employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). The Consultant, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Consultant, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Client. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: a) with exposure to physical, psychological or sexual abuse; b) underground, underwater, working at heights or in confined spaces; c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

		d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
31.	Non-Discrimination and Equal Opportunity	The Consultant shall not make decisions relating to the and Equal employment or treatment of Experts on the basis of personal Opportunity characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).
32.	Training of Experts	The Consultant shall provide appropriate training/sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH. The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.
		D. Consultant's Experts
33.	Description of Key Experts	33.1 The title, agreed job description, minimum qualification and Experts time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B. 33.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 46.2. 33.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments

		under this Contract exceed the ceilings set forth in Clause GCC 46.2, the Parties shall sign a Contract amendment.
34.	Replacement of Key Experts	34.1 Except as the Client may agree with relevant profile. 34.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.
35.	Approval of additional Key Expert	If during execution of the Contract, additional Key Experts Additional Key are required to carry out the Services, the Consultant shall Experts submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
36.	Removal of Key Experts	36.1 If the Client finds that any of the Experts or Sub-consultant: a) persists in any misconduct or lack of care; b) carries out duties incompetently or negligently; c) fails to comply with any provision of the Contract; d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services; the Consultant shall, at the Client's written request, provide a replacement. 36.2 In the event that any of Key Experts, Non-Key Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement. 36.3 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client. 36.4 Subject to the requirements in Clause GCC 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out Services, any Expert who engages in (a) to (e) above.
37.	Replacement/ Removal of Experts- Impact on Payments	Except as the Client may otherwise agree, (i) the Consultant Removal of Experts shall bear all additional travel and other costs arising out of – Impact on or incidental to any removal and/or replacement, and (ii) the Payments remuneration to be paid for any of the Experts provided as a replacement shall not

		exceed the remuneration which would have been payable to the Experts replaced or removed.
38.	Working Hours Overtime, Leave, etc	38.1 Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in Appendix B. 38.2 The Experts shall not be entitled to be paid for overtime. 38.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.
		E. Obligations of the Client
39.	Assistance and Exemptions	Unless otherwise specified in the SCC, the Client shall use its best efforts to: a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract. c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. e) Assist the Consultant and the Experts employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country. f) Assist the Consultant, the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

		g) Provide to the Consultant any such other assistance as may be specified in the SCC.
40.	Access to Project Site	The Client warrants that the Consultant shall have, free of Site charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or the Experts of either of them.
41.	Change in the Applicable Law Related to Taxes and Duties	If, after the date of this Contract, there is any change in the Applicable Law applicable law in the Client's country with respect to taxes Related to Taxes and and duties which increases or decreases the cost incurred by Duties the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 46.2.
42.	Services, Facilities and Property of the Client	42.1 The Client shall make available to the Consultant and the and Property of the Experts, for the purposes of the Services and free of any Client charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A. 42.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 45.3.
43.	Counterpart Personnel	43.1 The Client shall make available to the Consultant free of Personnel charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A. 43.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 45.3. 43.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart

		personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
44.	Payment Obligation	In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.
		F. Payments to the Consultants
45.	Ceiling Amount	45.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses). 45.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC. 45.3 For any payments in excess of the ceilings specified in GCC 45.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.
46.	Remuneration and Reimbursable Expenses	46.1 The Client shall pay to the Consultant (i) remuneration that Reimbursable shall be determined on the basis of time spent by Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services. 46.2 All payments shall be at the rates set forth in Appendix C and Appendix D. 46.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract. 46.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified. 46.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.
47.	Taxes and Duties	47.1 The Consultant, and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

		47.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant.
48.	Currency of Payment	Any payment under this Contract shall be made in the Payment currency (ies) specified in the SCC.
49.	Mode of Billing and Payment	Billings and payments in respect of the Services shall be Payment made as follows: a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off. b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 48 and GCC 49 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately. c) The Client shall pay the Consultant's invoices within fifteen (15) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and

		final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above. e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC. f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
50.	Interest on Delayed Payments	If the Client had delayed payments beyond fifteen (15) days Payments after the due date stated in Clause GCC 50.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.
G. Fairness And Good Faith		
51.	Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
H. Settlement of Disputes		
52.	Amicable Settlement	52.1 The Parties shall seek to resolve any dispute amicably by mutual consultation. 52.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 53.1 shall apply.
53.	Dispute Resolution	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions

Attachment 1

Fraud and Corruption
(Text in this Attachment 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:
      2.2.1 Defines, for the purposes of this provision, the terms set forth below as follows:
         2.2.1.1 "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
         2.2.1.2 "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;
         2.2.1.3 "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;
         2.2.1.4 "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;
         2.2.1.5 "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.

2.2.2 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;

2.2.3 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;

2.2.4 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;1 (ii) to be a nominated2 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;

2.2.5 1Requires 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 inspect3 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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1 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.

2 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.

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

III. Special Conditions of Contract

Number of GC Clause	Amendments, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	**The Contract shall be constructed in accordance with the law of Union of India**
4.1	**The language is:** English
6.1 and 6.2	The addresses are [fill in at negotiations with the selected firm]: Client: PIU, MDoNER, Block 8, Jodhpur Officers Hostel, Pandara Park, India Gate, New Delhi-110003 Attention: E-mail (where permitted): Consultant: Attention: E-mail (where permitted):
8.1	[Note: If the Consultant consists only of one entity, state "N/A";
9.1	The Authorized Representatives are: For the Client: [name, title] For the Consultant: [name, title]
11.1	The effectiveness conditions are the following: Signing of Contract by both the parties, after due approvals.
12.1	NA
13.1	Commencement of Services: Within 30 calendar days from date of contract signing or otherwise mutually agreed by the parties. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be 36 months.
23.1	No additional provisions.
24.1	The insurance coverage against the risks shall be as follows: a) Professional liability insurance, with a minimum coverage of one time of contract ceiling amount. b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per the latest Amended Motor Vehicles Act, India; c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in India

	d) employer's liability and workers' compensation insurance in respect of the experts in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
26.1	NA
26.2	The Consultant shall not use these data, documents and software for purposes unrelated to this Contract without the prior written approval of the Client
45.2	The ceiling in local currency is: Rs. _____ [insert amount] [indicate: inclusive or exclusive] of local indirect taxes. Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant. The Client shall only reimburse Goods & Services Tax (GST) payable on the contract value by the consultants, as per Applicable Law in India subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc. The consultant shall register itself for GST with appropriate authority in India & shall provide the Registration Number to the Client. The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]
46.3	**Price adjustment on the remuneration applies** Payments for remuneration made in [foreign *and/or* local] currency shall be adjusted as follows: Remuneration paid in local currency pursuant to the rates set forth in **Appendix C** shall be adjusted every *12* months (and, for the first time, with effect for the remuneration earned in the *[insert number]*the calendar month after the date of the Contract) by applying the following formula: $R_l = R_{lo} \times \frac{I_l}{I_{lo}}$ where R_l is the adjusted remuneration; R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency; I_l is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and I_{lo} is the official index for salaries in the Client's country for the month of the date of the Contract.

	Official Index for the purpose of this contract is Consumer Price Index (All India) published by Ministry of Statistics and Program Implementation.
47.1 & 47.2	The consultants, and the Personnel shall pay the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed. The Client shall only reimburse the Goods and Services Tax (GST) payable on the contract value by the consultants, as per Applicable Law in India, subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc.
48.1	The currency of payment shall be Indian Rupees.
49.a	No provision for advance payment.
50	Interest accrued on delayed payment shall be calculated using the prevailing Prime Lending Rate of SBI.
53	Disputes shall be settled by arbitration in accordance with the following provisions: 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to Indian Council of Arbitration for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Indian Council of Arbitration shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Indian Council of Arbitration. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Indian Council of Arbitration to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

	2. Rules of Procedure. Arbitration proceedings shall be conducted in accordance with the procedure of the Arbitration & Conciliation Act 1996, of India. 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute.
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, beheld in the city where the contract is signed; (b) the English language shall be the official language for all purposes; (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. (d) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration. (e) The Arbitrator should give final award within 150 days of starting of the proceedings (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

APPENDIX B - KEY EXPERTS

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

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22). One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

2. [When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants'

Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 24.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 50.1(d) of this Contract."

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

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

2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]

Signature Not Verified
Digitally signed by SURENDAR SINGH
Date: 2026.05.14 13:08:50 IST
Location: eProcure-EPROC