

International Competitive Bidding

(Single Stage – Two Envelope)

For

Consulting Services for Hedging of residual climatic risks for physical damage to the infrastructure that are financed under KfW assisted Tamil Nadu Sustainable Municipal Infrastructure Financing Phase III.

PART - I

Prequalification Criteria

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German Financial Cooperation with India

Project: *Sustainable Municipal Infrastructure Finance (SMIF)-
Tamil Nadu - III*

Prequalification

for

Consulting Services for Hedging of residual climatic risks for physical damage to the infrastructure that are financed under KfW assisted Tamil Nadu Sustainable Municipal Infrastructure Financing Phase III

Employer: *Project Development Grant Fund (PDGF)*

June 2025

BMZ201870179/KFW512679

SECTION I – GENERAL PROVISIONS (GP)

1. General

1.1 SCOPE OF APPLICATIONS AND DEFINITIONS

- 1.1.1 In connection with the Invitation for Prequalification indicated in Section II, Specific Provisions (**SP**), the Employer, as defined in the **SP**, issues this Prequalification Document (“Prequalification Document”) to prospective applicants (“Applicants”) interested in submitting applications (“Applications”) for prequalification to bid for the assignment described in SP 1.4.1.
- 1.1.2 The Employer as indicated in the **SP** has applied for or received financing (hereinafter called “funds”) from KfW Development Bank (hereinafter called “KfW”) towards the cost of the project named in the **SP**. The Employer intends to apply a portion of the funds to eligible payments under the Contract(s) resulting from the procurement process.
- 1.1.3 The following definitions apply:
- (a) “Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant
 - (b) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **SP**, as they may be issued and in force from time to time.
 - (c) “Applicant(s)” means an entity or an association of entities (JV) that submits a set of documents as specified hereunder for being prequalified to submit a Proposal.
 - (d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The term “Consultant” and “Applicant” are used in this document interchangeably.
 - (e) “Contract” means a legally binding written agreement signed between the Employer and the Consultant.
 - (f) “Day” means a calendar day.
 - (g) “Employer” means the contracting party that legally concludes the Contract for the Services with the selected Consultant notwithstanding the representation by KfW in case of an agency Contract¹.
 - (h) “Government” means the government of the Employer’s country.
 - (i) “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting

¹ The term Employer in this document shall have the same meaning as the terms Client and Project Executing Agency in the Guidelines.

Services in Financial Cooperation with Partner Countries available at www.kfw-entwicklungsbank.de.

- (j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract.
- (k) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (l) “Sub-Consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer as contracting party during the performance of the Contract.
- (m) “Special Provisions (SP)” means an integral part of this Prequalification Document that is used to reflect specific country and project conditions to supplement the General Provisions. In case of conflict between the GP and the SP, the SP shall prevail.

1.2 SELECTION OF THE CONSULTANT AND PREQUALIFICA- TION PROCEDURE

- 1.2.1 To execute the project, the Employer intends to select one or several Consultants in accordance with the Guidelines. The evaluation commission of the Employer may be assisted by a tender agent or in exceptional cases a tender agent may conduct the entire tender procedure on behalf of the Employer. KfW’s monitoring and no-objection is not affected. The details are outlined in the **SP**.
- 1.2.2 This Prequalification Document sets out the prequalification procedure, including but not limited to the minimum requirements towards the experience and capabilities of the Applicants and the evaluation method. The Applicants who demonstrate to the Employer’s satisfaction that they have the experience and the capabilities to execute the project shall be shortlisted in accordance with GP 4.2.5 to participate in the subsequent tendering procedure.
- 1.2.3 The procurement process is the responsibility of the Employer. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises its monitoring function on the basis of the contractual arrangements with the Employer and the Guidelines containing details for KfW’s approval and no objection to individual steps during the procurement process. No contractual relationship between KfW and any third party shall be deemed to exist other than with the Employer.

1.3 SANCTIONABLE PRACTICE

- 1.3.1 KfW requires compliance with its policy in regard to Sanctionable Practice as defined and set forth in Section V.
- 1.3.2 In further pursuance of this policy, Applicants shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to the procurement process and Contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

1.4 ELIGIBLE APPLICANTS

- 1.4.1 An Applicant may be a firm that is a private entity, a government-owned entity — subject to Section IV — or a combination of such entities in the form of a Joint Venture (“JV”) under an existing JV Agreement or with the intent to enter into such an agreement supported by Declarations of Association. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. An Application may include Sub-Consultants, whose relationship with the Applicant is contractual, and who are not held jointly and severally liable for the execution of the Contract. The Applicant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Applicant and any and all its members, if the Applicant is a JV, during the prequalification process, procurement process (in the event the Applicant submits a Proposal) and during Contract execution (in the event the Applicant is awarded the Contract). Unless specified in the **SP**, there is no limit on the number of members in a JV. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 1.4.2 Applicants including their Affiliates and, in case of JVs, any of their members, may participate in only one Application. Sub-Consultants whose qualifications are used in the evaluation of at least one Application, pursuant to the Applicant’s request made in accordance with Form 2 (Declaration on Conflict of Interest and of Submitting a Proposal), may only participate in the respective Application. Sub-Consultants, whose qualifications are not used in the evaluation of any Application, may participate in more than one Application. Applications submitted in violation of this procedure will be rejected.
- 1.4.3 It is the Consultant’s responsibility to ensure that its staff, Joint Venture members, Sub-Consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements on eligibility and conflict of interest as established hereunder.
- 1.4.4 KfW’s eligibility criteria for prequalification are described in Section IV, Eligibility Criteria.
- 1.4.5 An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 1.4.6 The materials, equipment and Services to be supplied under the Contract and financed by KfW may have their origin in any country subject to the restrictions specified in Section IV Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions.

1.5 CONFLICT OF INTEREST

- 1.5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 1.5.2 Applicants shall be disqualified if they:

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

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

1.6 REQUESTED SERVICES

- 1.6.1 A brief description of the requested consulting Services is presented in the **SP**.

2. Contents and Preparation of the Application

2.1 PREQUALIFICATION DOCUMENT AND COMMUNICATION

- 2.1.1 These Prequalification Documents consist of the sections indicated below, which should be read in conjunction with any Addendum issued in accordance with clause 2.6.

Section I - General Provisions (GP);

Section II - Special Provisions (SP);

Section III - Application Forms:

Form 1: Declaration of Undertaking;

Form 2: Sample Declaration on Conflict of Interest and of Submitting a Proposal;

Form 3: Sample Declaration of Association;

Form 4: Financial Capacity Statement;

Form 5: Project Experience;

Form 6: List of Available Expertise and Human Resource Capacity;

Section IV - KfW Eligibility Criteria;

Section V - KfW Policy – Sanctionable Practice – Social and Environmental Responsibility.

- 2.1.2 Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the Prequalification Documents, responses to requests for clarification, or Addenda in accordance with GP 2.6. In case of any discrepancies, documents issued directly by the Employer shall prevail.

- 2.1.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish with its Application all information or documentation as is required by the Prequalification Documents.

- 2.1.4 The Application, as well as all correspondence and documents relating to the Application exchanged between the Applicant and the Employer shall be in the language of this document. Any official documents presented in a different language shall be accompanied by a certified translation into the language of this document. The Employer reserves the right to verify the translation. In case of discrepancies the original document shall prevail.

- 2.1.5 All communication between the Employer and Applicants shall take place in writing. For the purposes of the Prequalification Document in writing shall mean communicated in written form (for example by post, e-mail or facsimile) and delivered with proof of receipt.

2.2 DOCUMENTS COMPRISING THE APPLICATION

- 2.2.1 The Application submitted by the Applicant shall comprise the following:

- (a) Application Letter, indicating the Applicant's name, address, telephone, fax and email. If the Applicant is a JV, the Application Letter shall also describe the form of association and list the JV members.

- (b) A Power of Attorney authorizing the representative of the Applicant, designated in accordance with GP 1.4.1 to submit the Application on behalf of the Applicant. If the Applicant is a Joint Venture, the Power of Attorney shall be provided by the Lead Consultant nominated in the JV agreement or in the Declarations of Association, submitted in accordance with GP 2.2.1(d)(II). If the representative of the Applicant is the owner, member or director of the Applicant or the Applicant's Lead Consultant, if so nominated in accordance with GP 1.4.1, a Power of Attorney shall not be necessary.
- (c) Presentation of the Applicant (maximum 10 pages, no brochures). If the Applicant is a single entity, the presentation shall describe the Applicant's type of entity, ownership structure and organisation chart, as well as its main business areas as they apply to the project. If the Applicant is a JV, the presentation shall provide this information about each JV member as well as a description of the intended form of collaboration of the members within the JV.
- (d) Statements and Declarations:
 - I. Declaration of Undertaking in the format provided in Section III.
 - II. Declaration on Conflict of Interest and of Submitting a Proposal in the format provided in Section III.
 - III. If the Applicant is an existing JV, the Applicant shall submit a proof of the existing JV Agreement, indicating the Lead Consultant. If the Applicant is a JV, which the members intend to form for the purpose of executing the Contract, each member of the JV shall submit a Declaration of Association, indicating the Lead Consultant, in the format provided in Section III.
 - IV. *no longer used.*
 - V. Financial Capacity Statement in the format provided in Section III and supported by the Applicant's balance sheets and profit and loss Statements. If the Applicant is a JV, separate statements, including the supporting Balance Sheets and Profit and Loss Statements, shall be provided by each member of the JV. All balance sheets and profit and loss statements shall be certified by a reputable auditor.
 - VI. List of project references in the format provided in Section III. The number and timing requirements towards the project references shall be specified in the **SP**. The Employer reserves the right to contact the clients indicated in the references to ascertain the information provided by the Applicant.
 - VII. List of Available Expertise and Human Resource Capacity in the format provided in Section III.
- (e) Any other documentation required in the **SP**.

- 2.2.2 Applicants shall submit concise and clear, but substantial documents and adhere to the above structure. Any interlineations, erasures or overwriting shall be valid only if initialled by the Applicant's representative designated in accordance with GP 1.4.1.
- 2.3
COST OF
APPLICATION**
- 2.3.1 All cost relating to the preparation of the Application, including but not limited to site visits, obtaining information, preparation and submission of the Application, shall be borne by the Applicant.
- 2.4
SIGNING OF THE
APPLICATION AND
THE NUMBER OF
COPIES**
- 2.4.1 The Applicant shall prepare one original Application as described in GP 2.2 and clearly mark it "ORIGINAL". All documents comprising the original Application shall be typed or written in indelible ink and shall be signed by the Applicant's representative designated in accordance with GP 1.4.1. If the Applicant is a JV, the statements and declarations submitted by the members of the JV in accordance with GP 2.2.1(d)(II) – (VII) shall be signed by duly authorized officials, such as owners or directors of the respective members.
- 2.4.2 The Applicant shall prepare copies of the signed original Application and clearly mark each of them "COPY". The number and type of copies of the Application shall be in accordance with the **SP**. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 2.4.3. If electronic copies of the Proposal are required in accordance with GP 2.4.2, they shall be presented as unalterable and printable PDF files on CD or DVD disks, marked accordingly.
- 2.5
CLARIFICATION OF
PREQUALIFICA-
TION DOCUMENT**
- 2.5.1 Applicants may request a clarification of the Prequalification Document until the deadline indicated in the **SP**. Any request for clarification shall be sent in writing or by standard electronic means to the address indicated in the **SP**. Responses shall be in writing or by standard electronic means and shall be sent to all prospective Applicants who have obtained the Prequalification Document directly from the Employer, including a description of the inquiry but without identifying its source, not later than ten (10) Days prior to the deadline for the submission of Applications in accordance with GP 3.2.1.
- 2.5.2 If necessary, the Employer may send clarifications of the Prequalification Document to all prospective Applicants who have obtained the Prequalification Document directly from the Employer, not later than ten (10) Days prior to the deadline for the submission of Application in accordance with GP 3.2.1.
- 2.6
AMENDMENT OF
PREQUALIFICA-
TION DOCUMENT**
- 2.6.1 At any time prior to the deadline for the submission of Applications but not later than ten (10) Days before the submission date the Employer may amend the Prequalification Document by issuing an Addendum.
- 2.6.2 Any Amendment issued shall be part of the Prequalification Document and shall be communicated immediately in writing to all prospective Applicants who have obtained the Prequalification Document from the Employer.

- 2.6.3 To give Applicants reasonable time to take an Amendment into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications in accordance with GP 3.2.2.

3. Submission of Applications

3.1 SEALING AND IDENTIFICATION OF APPLICATIONS

- 3.1.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:
- (a) bear the name and address of the Applicant;
 - (b) be addressed to the Employer, in accordance with GP 3.2 below;
 - (c) bear the project title and/or tender number;
 - (d) bear the following words clearly visible „Not to be opened by the Postal Service - Prequalification for “ and the name of the assignment.
- 3.1.2 The Employer shall not be responsible for misplacement, losing or premature opening of the Application if the envelope is not sealed or marked in accordance with GP 3.1.1. The disposal of original late Applications shall be obligatorily documented in a late Applications protocol, which shall be provided to KfW as part of the opening protocol prepared in accordance with GP 3.2.7 and to the entity, which has submitted the late Application.

3.2 DEADLINE FOR SUBMISSION OF APPLICATIONS, OPENING

- 3.2.1 Applicants may submit their Applications by mail, by courier or by hand, against confirmation of receipt. Applications shall be submitted by the Applicants at the address and no later than the deadline indicated in the **SP**. Any Application received by the Employer after the deadline shall be declared late and rejected, and promptly disposed of.
- 3.2.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with GP 2.6, in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 3.2.3 The preparation and the submission of the Applications is the responsibility of the Applicant and no relief or consideration can be given for errors and omissions.
- 3.2.4 If copies of the Application shall be sent to multiple addresses in accordance with GP 3.2.1, the timely receipt of the original Application in compliance with GP 3.2.1 shall be decisive for the timely submission of the Application.
- 3.2.5 The Employer's evaluation commission as detailed in **SP** 1.2.1 shall proceed with the opening of the Applications shortly after the submission deadline as indicated in the **SP** and establish and sign an opening protocol as per GP 3.2.7.
- 3.2.6 Unless otherwise agreed the Employer's evaluation commission shall be composed of at least three members. One member of the Evaluation commission shall not be staff from the Employer's administration or organisation.

- 3.2.7 At the opening of the Applications the following shall be recorded in the opening protocol: the name and business address of the Applicant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members; the presence or absence of the Declaration of Undertaking; whether the Application has been received on time and sealed as per GP 3.1.1 and any other information deemed appropriate or as indicated in the **SP**.

4. Evaluation-Process of the Prequalification Documents

4.1 CONFIDENTIALITY

- 4.1.1 After the opening of the Applications and until the announcement of the prequalification results to the Applicants no communication of any type between the Applicants and the Employer, its staff or any other person involved in the evaluation is permitted except as specified under GP 4.3.
- 4.1.2 Information relating to the Applications, their evaluation and result shall not be disclosed to Applicants or any other persons not officially concerned with the prequalification procedure until the Employer notifies the Applicants of the prequalification results.

4.2 EVALUATION

- 4.2.1 The Employer shall reject an Application that is not substantially responsive to the requirements of this Prequalification Document. In particular, an Application failing to demonstrate that the Applicant fulfils the financial capability requirements set out in the **SP** or lacking the following documents shall be considered not substantially responsive:
- a) Declaration of Undertaking (Form 1)
 - b) Financial Capability Statements and supporting documentation as required (Form 4)
 - c) Declaration on Conflict of Interest and of Submitting an Proposal (Form 2)
 - d) Power(s) of Attorney authorizing the representative of the Applicant
 - e) If the Applicant is a JV, either proof of the existing Association Agreement or a Declaration of Association (Form 3)
- 4.2.2 The Employer shall evaluate the responsive Applications in terms of the prequalification criteria indicated in the **SP** and award each responsive Application a prequalification score of up to 100 points.
- 4.2.3 For the purposes of scoring individual sub-criteria the following qualitative approach may be applied:
- a) 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and offering supplementary ideas / idea / offering with respect to the sub-criterion.
 - b) 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
 - c) 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.
 - d) 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.

- e) 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.

4.2.4. The Employer shall reject an Application if,

- (a) it has determined that the Application is nonresponsive in accordance with GP 4.2.1;
- (b) it has awarded the Application a prequalification score, which is lower than the minimum prequalification score of 70 points out of 100. Depending on the nature of the assignment a minimum score may be applied not only to the overall score but also to the achievement of a subscore dedicated to environmental, social, health and safety (ESHS) issues, if specified so in the Special Provisions (SP).

4.2.5 The Employer shall establish a shortlist of qualified Applications determined to be responsive and scoring higher than the minimum prequalification score. The number of Applicants to be invited is generally five (5) but could be increased up to eight (8) if required and subject to prior indication in the SP. However, if the number of prequalified Applicants exceeds this predefined number Applicants will be invited as per their ranking.

**4.3
EMPLOYER'S
RIGHT TO ACCEPT
OR REJECT
APPLICATIONS**

- 4.3.1 The Employer reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to the Applicants.
- 4.3.2 The Employer is not bound to select any Application.

**4.4
NOTIFICATION OF
PREQUALIFICA-
TION AND
PUBLICATION**

- 4.4.1 The Employer shall notify all Applicants in writing on the outcome of evaluation shortly after the finalisation of the evaluation.
- 4.4.2 In addition, the Employer shall publish the list of prequalified Applicants (including all JV members, if any) who will be invited to submit an Offer (prequalification-result notice), after KfW's No-Objection to the prequalification evaluation report on GTAI's website and in any other media in which the prequalification notice was published.
- 4.4.3 Applicants that have not been prequalified may write to the Employer to request, in writing, the grounds on which they were not qualified.
- 4.4.4 Upon such a request the Employer will inform such Applicants on the major shortcomings and weaknesses of their Application.

**4.5
REQUEST FOR
PROPOSAL**

- 4.5.1 Promptly after the notification of the results of the prequalification, the Employer shall invite the prequalified Applicants to submit their Proposals.

SECTION II – SPECIAL PROVISIONS (SP)

(the references refer to the respective figures in the General Provisions)

1.1.1 EMPLOYER

The Employer is *Project Development Grant Fund (PDGF)*

Sustainable Municipal Infrastructure Finance (SMIF) – Tamil Nadu - III

1.2.1 SELECTION OF THE CONSULTANT

The Evaluation of proposals will be done by the representatives from Directorate of Municipal Administration (DMA) and representatives from Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL), based on the details submitted by the consultant.

1.4.2 APPLICANTS

Joint Venture (JV) is allowed however the JV firm “may not” participate in more than one Proposal. *A Lead firm with maximum two JVs (L1+2JV) are allowed.*

1.6.1 REQUESTED SERVICES

The objective of this study is to develop a concept for the hedging of residual climatic risks for the physical damages of the infrastructure implemented under the SMIF TN III program. In this regard insurance can play a role in helping to manage the financial risks of losses due to the increasing risk of natural hazards. The Services requested under this assignment are as follows:

- ✓ **Risk analysis:** starting point of risk management approach.
 - identifies the risks (What can happen?)
 - assesses exposure (Can it happen to me?)
 - vulnerability (What damage can it cause to me?)
- ✓ **Adaptation/Resilience:** how the risks can be reduced
- ✓ **Residual Risk:** define the residual risk which will remain after adaptation.
- ✓ **Preparedness:** define measures to increase preparedness to minimize losses, as e.g., early warning system
- ✓ **Risk finance:** Once a disaster has occurred, financial resources are needed to deal with its consequences and often speedy access to finance could reduce follow-up costs as well. The development of a concept for hedging the residual climate risks is the key output of this study, based on the activities mentioned before.

2.2.1 DOCUMENTS COMPRISING THE APPLICATION

2.2.1(d)(VI) Project References:

- *Provide project experience completed in the last 10 years with a copy of completion certificate from the client with project details.*
- *Provide Letter of Intent/Award/Copy of the agreement for the ongoing projects which are awarded in the last two years.*

2.4.1 SIGNING OF THE APPLICATION AND THE NUMBER OF COPIES

In addition to the original Application document 1 hard copy shall be submitted.

This tender is a single stage consist of Prequalification details and the Technical Proposal in the first envelope and Financial Proposal in the second envelope separately.

Each original and copy of the Application shall include a soft copy as unalterable and printable PDF file on a USB flash drive (Only Prequalification and Technical Proposals alone), marked accordingly.

2.5.1 CLARIFICATION OF PREQUALIFICATION DOCUMENT

The address for any clarifications regarding this application is as follows:

pandian.tnuifsl@gmail.com, uvr.tnuifsl@gmail.com, arivoli.tnuifsl@gmail.com

The deadline for clarifications by Applicants is 15 Days prior to the submission date as per SP 3.1.1

3.2.1 DEADLINE FOR SUBMISSION OF APPLICATIONS

The original Application and one copy of the Application shall be submitted at the following address on or before 21.07.2025 @ 11:00 AM

#19,T.P Scheme road, Raja Annamalai Puram, Chennai – 600 028.

4.2 EVALUATION

4.2.1 The Applicant shall demonstrate the following financial capabilities; it is a must meet criteria for fulfilling the conditions:

Criterion	Requirement	Single Entity	Joint Venture			Submission Requirements (forms)
			All Parties Combined	Each Party	One Party	
Turnover annually	<i>Average Turn Over for the last 5 Financial years should not be less than INR 2 Cr.</i>	Must meet req.	Lead and JV firm			

4.2.2 Responsive Application as per GP 4.2.1 will be evaluated in accordance with the following criteria and scoring system².

In case of JV, a Lead firm with maximum two JVs (L1+2JV) are allowed. Bidders shall furnish only the projects which are best showcasing their experience.

Qualification criteria*	Scoring Range
1. Applicant's Experience	60
1.1 Project related experience	50
1.1. a) Two *similar assignment in the last 10 years with a copy of project completion certificate from the client	25
1.2. b) Three *similar assignments in the last 10 years with a copy of project completion certificate from the client	35
1.3. c) For each additional *similar assignments more than three with a copy of project completion certificate from the client	5 marks each
1.2 Experience with working-conditions in developing and/or transition countries. This sub-criterion is evaluated on the basis of the project references submitted in accordance with GP 2.2.1(d)(VI).	10
2. Applicant's Capabilities	35
2.1 Qualitative assessment of the Applicant's available Expertise The quality of the expertise appropriate for the project team profiles described in GP 1.6, to which the Applicant has access. This sub-criterion is evaluated on the basis of the list submitted in accordance with GP 2.2.1(d)(VII).	20
2.2 Quantitative assessment of the Applicant's Human Resource Capacity The extent to which the Applicant has access to personnel appropriate for the tasks described in GP 1.6. This sub-criterion is evaluated on the basis of the List submitted in accordance with GP 2.2.1(d)(VII).	15
3. Is the Application concise and related to the project?	5
Overall Total Score	100

* Similar assignment denotes, Studies for hedging of residual climatic risks for the physical damages of the infrastructure due to the increasing risk of natural hazards/catastrophic floods etc.,

4.2.5 The top 5 scoring firms (with a minimum qualifying mark of 70) based on the above Technical/Project experience (4.2.2) and financial criteria (4.2.1) will be considered for evaluating their Technical Proposal.

² In very specific cases a deviation from the qualification criteria and the scoring range might be justified subject to KfW's prior approval.

SECTION III – APPLICATION FORMS

Form 1– Declaration of Undertaking

Declaration of Undertaking

Reference name of the Application/Offer/Contract:

("Contract")³

To:

("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁴ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as*

³ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries".

⁴ The PEA means the purchaser, the Employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);

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

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

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

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

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

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

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

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

i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

ii. having been recruited (or being proposed to be recruited) ourselves or any of our Affiliates, to carry out works supervision or inspection for this Contract;

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

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

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

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

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

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁵ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with Applicable Law, but in any case for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with Applicable Law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the Applicable Law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁶: _____

Signature:

Dated:

⁵ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

⁶ In the case of a JV, insert the name of the JV. The person who will sign the application, Bid or Proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

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

.....

(Place)

.....

(Date)

.....

(Name of the consultant)

.....

(Signature(s))

Appendix 1

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

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

.....

(Place)

.....

(Date)

.....

(Name of the person)

.....

(Signature)

Form 2 – Sample Declaration on Conflict of Interest and of Submitting a Proposal

Declaration on Conflict of Interest and of Submitting a Proposal

Project (name and country):

Tender Ref./ Project ID:

We *[insert the name of the Applicant]* hereby declare that we are an independent Consultant and we, nor any member of the JV in which we are member, nor any Sub-Consultant listed below have a conflict of interest as per GP 1.5.

We hereby declare that in the event of being prequalified by the Employer, we shall submit a Proposal, subject to the details of the tender documents.

[Insert the following text if the Application includes one or several Sub-Consultants, whose qualifications should be considered by the Employer in the pre-qualification process:

“We request that the qualifications of the following Sub-Consultant(s) shall be considered by the Employer in the pre-qualification process,

[List Sub-Consultants here]

If short-listed, we undertake to submit a Proposal that includes all of the above Sub-Consultants.”]

[Signature of the authorised representative of the Applicant, designated in accordance with GP 1.4.1]

Form 3 – Sample Declaration of Association**Declaration of Association**

Project (name and country):

Tender Ref./ Project ID:

We hereby declare our intent to associate with the following firms for the purpose of forming a Joint Venture:

[Insert the names of the other JV members here]

[Insert the name of the Lead Consultant] shall be the Lead Consultant.

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an application separately from the firms listed above. Further, we understand that if a Consultant appears as an associate in more than one Application, all Applications in which the Consultant appears shall be disqualified.

In the event that this JV is awarded a Contract, we shall perform the Services in the composition and in the form of cooperation described above.

[Signature of the authorised representative of the Applicant, designated in accordance with GP 1.4.1]

Form 4 – Financial Capacity Statement

[This table is provided for illustrative purposes only. Adjust the table to reflect the financial capability requirements set out in accordance with GP 4.2.1]

Financial data	For the year 1 INR In Cr.	For the year 2 INR In Cr.	For the year 3 INR In Cr.	For the year 4 INR In Cr.	For the year 5 INR In Cr.	Average INR in Cr.
Financial / Calander year to be mentioned						
Annual turnover ⁷						

If annual accounts are not yet available for the last year, please provide latest estimates or provisional figures. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table).

Natural persons without balance sheet shall provide appropriate information.

⁷ The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of Services, interest, royalties, and dividends) during the year.

Form 5 – Project Experience

Ref no:	Project title							
Name of legal entity (declaring Consultant)	Project Country	Overall project value (INR)*	Proportion carried out by the legal entity (%)*	Provided staff input (person months)	Name of client	Origin of funding	Dates (start/end)	Name of JV members, if any
...
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project		
...						...		

* If the overall project value refers to overall project cost inclusive of Consulting Services please indicate the consulting fee separately. The portion carried out by the legal entity refers to that figure.

Form 6 – List of Available Expertise and Human Resource Capacity

1. Access to Expertise Required for the Assignment

Complete the list below to demonstrate the extent to which you have access (internally / externally) to expertise required for this assignment / for the project team profiles described in GP / SP 1.6. Include home-office project management / administration and back-stopping personnel. Include freelance personnel and Sub-Consultant staff, if applicable (see Form 2 in Section III). Do not attach CVs as no detailed evaluation of candidates for the project team shall be carried out at the prequalification stage. The Applicant shall not present a potential project team. The focus is on access and availability to project relevant expertise. It is understood that prequalified Applicants are not required to include staff named below into the Proposal.

Name	Project team profile / areas of required expertise as per GP / SP 1.6 ⁸	Education/Degree	Years of Professional Experience	Relationship with / Years within the Applicant ⁹	Country/Regional Experience	Relevant Project References (Description of project-related experience)	Languages

⁸ The project team profiles should be identical to the project team profiles listed in GP / SP 1.6. The information provided in the “Education/Degree” and “Relevant Project References) should demonstrate that the expert’s core specialization is appropriate for the respective project profile.

⁹ For freelance experts (e.g. with retainer Contracts or formal agreements) indicate “FE” and how long the expert has been associated with the Applicant. For Sub-Consultant staff indicate “Sub”. Staff from Affiliated firms of the Applicant shall be considered as Sub-Consultant staff.

Form 6 continued**2. Human Resource Capacity**

Complete the list below to demonstrate the staff available in the areas of expertise required in this assignment as described in GP / SP 1.6. The focus here is on the Applicants human resource capacity and breadth in relation to the required expert Services.

[To avoid misunderstanding insert a separate sheet for each JV members here]

Departments / Divisions in the firm relevant to the project team profile / areas of required expertise as per GP / SP 1.6	Staff		Total staff appropriate for the specialisation
	Permanent staff in the Applicants firm	Freelance staff	

Total staff number of the Applicant			
-------------------------------------	--	--	--

Please substantiate above statements with (an) organizational chart(s) of the firm or the relevant parts of the firm.

SECTION IV – ELIGIBILITY CRITERIA

Eligibility in KfW-Financed Procurement

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

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

SECTION V – KfW POLICY – SANCTIONABLE PRACTICE – SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

1) Sanctionable Practice

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

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

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

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

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

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

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

intention of influencing the actions of any person or causing any person to refrain from any action.

Fraudulent Practice Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

Obstructive Practice Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2) **Social and Environmental Responsibility**

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

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

PART 2

SUBMISSION OF PROPOSAL
(TECHNICAL

&

FINANCIAL

SEPERATELY)

FOR THOSE QUALIFIED IN PART 1

Section I. Instructions to Consultants

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Section I. Instructions to Consultants

A. General Provisions

1. Scope Proposals Definitions

- of and**
- 1.1 The Employer named in the **Data Sheet** intends to select a Consultant from those listed in the LOI, in accordance with the method of selection specified in the **Data Sheet**.
- 1.2 Throughout these Request for Proposal the following definitions apply:
- (a) “Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
 - (b) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
 - (c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The terms “Consultant” and “Bidder” are used in this document interchangeably.
 - (d) “Contract” means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).
 - (e) “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
 - (f) “Day” means a calendar day.
 - (g) “Employer” means the contracting party that legally concludes the Contract for the Services with the selected Consultant notwithstanding the representation by KfW in case of an agency contract.
 - (h) “Experts” means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
 - (i) “Government” means the government of the Employer’s country.
 - (j) “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at www.kfw-entwicklungsbank.de.

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

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

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

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

2. Source of Funds, Responsibilities

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

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

3. Sanctionable Practice

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

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

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

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

4.2 It is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-

contractors, service providers, suppliers and/or their employees meet the requirements of eligibility and conflict of interest as established hereunder.

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

4.4 This tendering procedure is open only to prequalified Consultants.

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

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

5. Conflict of Interest

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

5.2 Bidders shall be disqualified if they:

- (a) are an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and has been fully resolved to the satisfaction of KfW;
- (b) have a business or a family relationship with a PEA's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- (c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information contained in the respective applications, to influence them or influence the decisions of the PEA;
- (d) are engaged in a services activity which, by its nature, may be in conflict with the assignment that they would carry out for the PEA;
- (e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for

the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.

- (f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the PEA, and are or were able in this connection to influence the award of contract.
- (g) are state-owned entities, which are not able to provide evidence that (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.

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

6. Unfair Competitive Advantage

6.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question or have otherwise been involved in the preparation of this tender procedure. To that end the Employer shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to aforementioned provision Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.

B. Preparation of Proposals

7. General Considerations

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

7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment and which by their nature are beyond the pure technical evaluation as per ITC 21.1. A material deviation or reservation is one that:

- a) affects in any substantial way the scope, quality, or performance of the Services; or

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

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

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| 8. Cost Preparation Proposal | of of | <p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p> |
| 9. Language | | <p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Employer shall be written in the language(s) specified in the Data Sheet.</p> |
| 10. Documents Comprising the Proposal | the | <p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 The Consultant shall include a Declaration of Undertaking in the format provided in Form TECH-2 (Section III).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).</p> |
| 11. Only Proposal, Consultants, Key Experts | One Sub- Key | <p>11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one Proposal, all such Proposals shall be rejected. Sub-consultants may participate in more than one Proposal unless ITC 11.2 applies and if not otherwise stipulated in the Data Sheet.</p> <p>11.2 A Sub-consultant whose qualification was taken into account during the prequalification phase along with the one of a Consultant shall only participate in the Proposal of this Consultant. The latter shall integrate services from the respective Sub-Consultant into the Proposal as indicated in the prequalification.</p> |

11.3 Individuals ¹⁰ (regular staff or temporarily engaged freelance experts) shall not participate as Key Experts in more than one Proposal unless when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.

Extension of Validity Period

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

12.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

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

Substitution of Key Experts at Validity Extension

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

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

12.8 Substitution requests shall not delay the evaluation process.

Sub-Contracting

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

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's

¹⁰ An individual (natural person) which is not part of the regular staff ("freelancer") but engaged temporarily as Key Expert for the relevant Contract shall not be considered as Sub-Consultant (subcontractor) in this context.

address indicated in the **Data Sheet**. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

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

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

14. Preparation of Proposals – Specific Considerations

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

14.1.1 To establish that the Consultant continues to meet the eligibility and qualification criteria used at the time of prequalification, the Consultant shall submit the Form E/QUAL, as stipulated in the Section 3 – Technical Proposal Forms, and updated information on any assessed aspect that changed from that time.

14.1.2 If a shortlisted Consultant considers that associating with other Consultants in the form of a Joint Venture or as Sub-consultants may enhance its expertise for the assignment, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants with prior approval of the Employer, and only if sufficient competition continues to be guaranteed. Association with a non-shortlisted Consultant shall be subject to approval of the Employer. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be the Lead Consultant. If shortlisted Consultants associate with each other, any of them can be the Lead Consultant.

14.1.3 The Employer may indicate in the **Data Sheet** the estimated Key Experts' time-input or the Employer's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates.

14.1.4 If so required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.

14.1.5 If the evaluation method as stipulated in the **Data Sheet** is not standard quality – cost based evaluation but fixed budget selection, the estimated time-input of the Key Experts shall not be disclosed, but the **Data Sheet** shall provide the total available budget for the assignment with an indication of whether taxes are included or are not included in this amount.

15. Technical Proposal Format and Content

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

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

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

16. Financial Proposal

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

Price Adjustment

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

Taxes

16.3 The Consultant, its Sub-consultants and Experts are responsible for meeting all tax liabilities and public duties in connection with the Contract according to Applicable Law in the Employer's country, unless they are exempted from such payments. The details of the applicable regime are indicated in the **Data Sheet**. In any case taxes, duties, levies and fees payable by the Consultant, its Sub-consultants and Experts outside the Employer's country shall be considered to be included in the overhead fees..

Currency of Proposal	16.4 The Consultant may express the price for its Services in Euro unless otherwise stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the national currency.
Currency of Payment and Payment Conditions	16.5 Payments under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. 16.6 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the Data Sheet .
Contributions by the Employer	16.7 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions: 16.7.1 provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project; 16.7.2 ensure that the Consultant has all the necessary permits to obtain further documents, maps and aerial photographs; 16.7.3 support the Consultant in obtaining all the necessary working permits, residence permits and import licenses; 16.7.4 provide other contributions as stipulated in the Data Sheet .

C. Submission, Opening and Evaluation

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

17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].”

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

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

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

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

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

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Employer on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract is awarded.

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

19. Opening of Technical Proposals

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

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

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

19.4 At the opening of the Technical Proposals the following shall be recorded in the opening protocol: (i) the presence or absence of a signed Technical Proposal Submission Form (TECH-1) and the name and business address of the Consultant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members as stated in TECH-1; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) the presence or absence of the Declaration of Undertaking (TECH-2), (iv) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

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

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

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

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

21. Evaluation of Technical Proposals

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

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

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

22. Opening and Evaluation of Financial Proposals

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

22.2 The opening of the Financial Proposals shall be done in accordance with ITC 19.2 and ITC 19.4.

- 23. Evaluation of Financial Proposals**
- 23.1** The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.
- Lump Sum Contract**
- 23.2** If a Lump Sum Contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, therefore no price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
- Time Based Contract**
- 23.3** If a Time Based Contract form is included in the RFP, the Employer's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1.3, and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the RFP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the Financial Proposals of competing Bids, determined to be responsive in accordance with ITC 7.2. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, in each case the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Employer's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- Other Cost**
- 23.4** Notwithstanding the above, if the Consultant is required to separately offer equipment or miscellaneous items (collectively "Other Cost") not included in the lump sum or time based cost items as per Form FIN-2 the Financial Offer may be adjusted for such items to allow for comparison, but only for such items explicitly requested to be offered in the RFP. The financial evaluation will be inclusive of the total, possibly adjusted amount for Other Cost items.
- 23.5** In case of a mixed contract containing parts with Lump Sum remuneration (i.e. for project design) and Time Based remuneration (i.e. project supervision) corrections to the respective parts of the Proposal shall be applied according to the applicable provisions in ITC 23.2 and ITC 23.3.
- 24. Taxes**
- 24.1** The Employer's evaluation of the Consultant's Financial Proposal shall exclude customs and excise duties, taxes and levies in the Employer's country, directly attributable to the Contract, if not otherwise specified in the **Data Sheet**.

- 25. Conversion to Single Currency** 25.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 26. Combined Evaluation of Technical and Financial Proposals** 26.1 The Proposal Score shall be calculated by weighting the Technical Score with 80% and the Financial Score with 20% and adding them as per the formula and instructions in the **Data Sheet**.
26.2 A final evaluation report shall be established by the Evaluation committee with the result of the combined evaluation and including the verification of the qualification as per ITC 27. The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.
- 27. Qualification of the Consultant** 27.1 The Employer shall determine to its satisfaction whether the Consultant, whose Proposal has achieved the highest Proposal score in accordance with ITC 26.1 continues to meet the eligibility and qualifying criteria specified at the prequalification stage. The determination shall be based upon an examination of Form E/QUAL as provided in Section 3, Technical Proposal Forms.
27.2 An affirmative determination shall be a prerequisite for award of the Contract to the Consultant. A negative determination shall result in disqualification of the Proposal, in which event the Employer shall proceed to the Proposal, which has achieved the next-highest Proposal score to make a similar determination of that Consultant's eligibility and qualifications to perform satisfactorily.
- 28. Employer's Right to Reject All Proposals** 28.1 The Employer reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants.

D. Negotiations and Award

- 29. Negotiations** 29.1 The Employer shall conduct contract negotiations with the Consultant who has attained the highest Proposal Score in accordance with ITC 26.
29.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant's authorized representative.
- Availability of Key Experts 29.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability shall result in the rejection of the Consultant's Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.

29.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

Technical
Negotiations

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

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

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

Financial
Negotiations

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

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

**30. Conclusion of
Negotiations**

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

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

**31. Award of
Contract,
Information of
Consultants**

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

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

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

Section II. Data Sheet

A. General	
ITC Clause Reference	
1.1	<p>The name of the Employer is <i>Project Development Grant Fund (PDGF)</i>.</p> <p>The method of selection is <i>the quality - cost based selection method attributing 80 % weight to the Technical Proposal and 20 % to the Financial Proposal</i></p>
1.2 (b)	INDIA
1.3	The name of the assignment is <i>Consulting Services for Hedging of residual climatic risks for physical damage to the infrastructure that are financed under KfW assisted Tamil Nadu Sustainable Municipal Infrastructure Financing Phase III.</i>
1.4	A pre-proposal conference will be held on <u>16.06.2025 at 11:00 A.M IST</u> at the office of the Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL)
1.5	The Employer will provide the following inputs to facilitate the preparation of the Proposals: <i>1. Project details and its salient features 2. Site details, 3. Other available data in available formats will be provided.</i>
6.	<i>Not Applicable</i>
B. Preparation of Proposals	
9.1	<p>Proposals shall be accepted in “English”, which shall be the governing language of the Contract.</p> <p>All correspondence exchange shall be in “English”.</p>

10.1	<p>The Proposal shall submitted in two envelopes comprise the following documents:</p> <p>Technical Proposal Envelope:</p> <ol style="list-style-type: none"> 1) Power of Attorney to sign the Proposal. 2) TECH-1 Technical Proposal Submission Form (with Prequalification details) 3) TECH-2 Declaration of Undertaking 4) TECH-3 Comments or Suggestions on the TOR and Counterpart Staff 5) TECH-4 Description of the Approach, Methodology, and Work Plan 6) TECH-5 Work Schedule 7) TECH-6 Personnel Schedule <p>Financial Proposal Envelope:</p> <ol style="list-style-type: none"> 1) FIN-1 Financial Proposal Submission Form 2) FIN-2 Financial Proposal – Cost Breakdown
11.1	“Sub-consultants “may not” participate in more than one Proposal”
11.3	Individuals “ <i>may not</i> ” participate in more than one Proposal.
12.1	Proposals shall remain valid for 90 days after the Proposal submission deadline.
13.1	<p>The deadline for clarifications by consultants is 15 days prior to the submission date.</p> <p>Clarifications requests shall be addressed to,</p> <p>Mr. D. Selva Pandian, Vice President, #19,T.P Scheme Road, Raja Annamalai Puram, Chennai – 600028</p> <p>e-mail to: pandian.tnuifsl@gmail.com, uvr.tnuifsl@gmail.com, arivoli.tnuifsl@gmail.com,</p>
14.1.2	JV is allowed. (One Lead + maximum two JVs)
14.1.4	“Not applicable ”

14.1.5 and 26.1	“Not applicable”
16.1	<p>The contract period shall be <u>6 months</u>.</p> <p>“The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum basis.”</p>
16.2	“Not applicable”
16.3	<p>For the Financial Proposal the following provisions regarding taxes and public duties in the Employer’s country (only identifiable local taxes and public duties directly attributable) to the Contact shall be considered in this context e.g. Goods and Services Tax (GST). The client will evaluate the financial proposals excluding the taxes (in this case GST).</p> <p>The Consultant is liable to tax (GST) and their payment to local tax authorities and is remunerated for such expenses by the Employer.</p> <p>The Consultant, its Sub-consultants and its Experts are subject to local taxes (GST) and public duties directly attributable to the Contract. Information on the Consultant’s tax obligations in the Employer’s country. The Employer will remunerate the Consultant for taxes (GST) upon proof of evidence. The Financial Proposal shall contain a separate estimate for such taxes (GST).</p> <p>For the sake of clarity, other local taxes not directly attributable to the Contract (e.g. profit tax, corporate tax, income tax) as well as tax liabilities of the Consultant, its Sub-contractors and Experts outside the Employer’s Country shall be included in the overhead cost calculation and will not be subject to any separate remuneration.</p>

	The Employer provides this information on tax obligations in the Employer’s country to its best knowledge but cannot assume responsibility for the correctness of it, which remains with the Consultant.										
16.4	The Financial Proposal shall be stated in “Indian Rupees (INR)” only. The Financial Proposal “shall” state local costs in the Employer’s country currency.										
16.7.4	“Not applicable”										
C. Submission, Opening and Evaluation											
17.5	The Consultant shall submit the Proposal as follows: (a) Technical Proposal: one (1) original and one (1) duplicate copy, each as hard copy; (b) Financial Proposal: one (1) original as hard copy. “Each original and copy of the Technical Proposal only shall include a soft copy as unalterable and printable PDF file on Pen drive, marked accordingly.”										
17.10	The deadline for the submission of Proposals shall be <u>21.07.2025 at 11:00 A.M IST.</u> The original of the Proposal shall be submitted at the following address, <i>Project Development Grant Fund (PDGF), #19, T.P Scheme Road, Raja Annamalai Puram, Chennai – 600 028, Tamil Nadu.</i>										
19.1	The opening of the Proposals will take place on <u>21.07.2025 at 11:30 A.M IST.</u> <i>Project Development Grant Fund (PDGF), #19, T.P Scheme Road, Raja Annamalai Puram, Chennai – 600 028, Tamil Nadu.</i>										
19.2	The Employer’s evaluation committee is composed of <i>officials of Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL) and Directorate of Municipal Administration (DMA)</i>										
21.1	The technical evaluation shall be carried based on the following criteria and point system. No additional criteria or sub-criterion than those indicated in the RFP shall be used for the evaluation of the Technical Proposal. <table><tr><td>1.</td><td>Concept and methodology</td><td></td><td>25</td></tr><tr><td>1.1</td><td>Clarity and completeness of the tender & Critical analysis of the project objectives and the Terms of Reference (TOR)</td><td>10</td><td></td></tr></table>			1.	Concept and methodology		25	1.1	Clarity and completeness of the tender & Critical analysis of the project objectives and the Terms of Reference (TOR)	10	
1.	Concept and methodology		25								
1.1	Clarity and completeness of the tender & Critical analysis of the project objectives and the Terms of Reference (TOR)	10									

1.2	Proposed concepts, methodology, approach and work plan	15	
2.	Qualifications of proposed staff		75
2.1	Team Leader – 1 No.	30	
2.2	Expert Climate Risk Modelling – 1 No.	25	
2.3	Expert Disaster Risk Financing/ Insurance expert – 1 Nos.	20	
Total (maximum)			100

Consultant to be noted that each Key Expert has to score 75% of the max marks proposed (i.e Team Leader must secure 22.5 and so on), failing which the proposal will be disqualified and will not be considered for the next stage of evaluation.

Curriculum vitae of the personnel for assessing the qualification and experience of the personnel proposed to be deployed should be included with the proposal (in the format of the sample curriculum vitae). These personnel will be rated in accordance with:

i.	General Qualifications	30 Points
ii.	Adequacy for the project (suitably to perform the duties for this assignment. These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc.)	70 Points

Quality and competence of the consulting service shall be considered as the paramount requirement. Technical proposals scoring not less than 75% of the total points (St) will only be considered for financial evaluation. The price envelopes of others will not be considered and returned unopened after completion the selection process. The client shall notify the consultants, results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time. The financial proposal shall be opened in the presence of the firms' representatives who choose to attend. The name of the firm, the quality scores and the proposed prices shall be read out and recorded. The client shall prepare minutes of bid opening.

25.1	<p>The single currency for the conversion of prices expressed in other currencies into a single one shall be <i>INR</i>.</p> <p>The official source of the selling (exchange) rate is www.sbi.co.in.</p> <p>The date of the exchange rate shall be <i>(On the date of opening of Technical Proposal)</i>.</p>
26.1	<p>The weights given to the Technical (T) and Financial (F) Proposals are as follows: $W_T = 80 \%$, and $W_F = 20 \%$</p> <p>The weighted technical score is calculated as follows: $PT = WT * T$, with PT = weighted technical score (points) of a technical Proposal, T = technical score (points) as per technical evaluation, WT = weight of the technical Proposal (in percent)</p> <p>The weighted financial score is calculated as follows $PF = WF * Co/C$, with PF = financial score (points) of a financial Proposal, C = evaluated price of the financial Proposal, Co = lowest evaluated price of all financial Proposals. WF = weight of the financial Proposal (in percent)</p> <p>and the overall score is calculated as: $P = PF + PT$.</p>
	D. Negotiations and Award
31.1.	"Not applicable".
31.3.	The expected commencement date of the assignment is <i>Aug /Sep 2025 at Chennai / Tamil Nadu, India</i>

Section III. Technical Proposal – Standard Forms

Checklist of Required Forms

FORM	DESCRIPTION	Page No
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	1
TECH-1	Technical Proposal Submission Form. If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	___ to ___
TECH-2	Declaration of Undertaking	___ to ___
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	___ to ___
TECH-3A	A. On the Terms of Reference	___ to ___
TECH-3B	B. On the Counterpart Staff and Facilities	___ to ___
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	___ to ___
TECH-5	Work Schedule (Tasks and Activities Bar Chart)	___ to ___
TECH-6	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)	___ to ___
E/QUAL	Continued Eligibility and Qualification	___ to ___

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date: ____2024]

To:

Project Development Grant Fund (PDGF),

#19, T.P Scheme Road,

Raja Annamalai Puram, Chennai – 600 028, Tamil Nadu.

Dear Sirs:

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

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

or

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Employer.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) Except as stated in ITC 12, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 27.4 may lead to the termination of Contract negotiations.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 31.3.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")³

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")¹¹ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests *(in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*;
 - 2.4) having been subject, within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was

⁴ The PEA means the purchaser, the Employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or

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

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

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

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

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

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

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

- iii. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used

in the Tender Process of this Contract;

- iv. having been recruited (or being proposed to be recruited) ourselves or any of our Affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
 5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
 6. In the context of the Tender Process and performance of the corresponding Contract:
 - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice, or violate the Guidelines during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation¹² (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.
 7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
 8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners

⁵ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with Applicable Law, but in any case for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with Applicable Law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the Applicable Law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹³: _____

Signature:

Dated:

⁶ In the case of a JV, insert the name of the JV. The person who will sign the application, Bid or Proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

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

I hereby confirm with my signature that:

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

.....

(Place)

(Date)

(Name of the consultant)

.....

(Signature(s))

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

I hereby confirm with my signature that:

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

.....

(Place)

(Date)

(Name of the person)

.....
 (Signature)

FORM TECH-3

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

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

FORM TECH-4

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

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

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

- a) **Technical Approach and Methodology** *[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these.]*
- b) **Work Plan** *[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]*

- c) **Organization and Staffing** *[Please describe the structure and composition of your team, including the list of the Key Experts, other experts and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with the Employer as well as with other stakeholders. The Consultant is encouraged to include junior staff in his team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Consultant has to describe how the execution and co-operation between site and home office staff is assured.]*
- d) **Back-up Services** *[Please describe the envisaged backstopping by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work.]*
- e) **Quality Control and Management** *[Please outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the Employer. Plain reference to ISO 9001 is not considered to be adequate.]*
- f) **Logistics** *[Please describe the planned logistics and facilities for the execution of the services.]*

FORM TECH-5 (INDICATIVE FORMAT)**WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)**

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

n													

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

FORM TECH-6 (INDICATIVE FORMAT)**PERSONNEL SCHEDULE (BAR CHART)**

N°	Name	Position		Months ^{1 2}												Total time-input ³ (in person-months)		
				1	2	3	4	5	6	7	8	9	n	Internat' I	National	Total	
KEY EXPERTS																		
K-1	<i>[e.g., Mr/Mrs. A]</i>	<i>[e.g., Team Leader]</i>	Home															
			Field															
K-2																		
K-3																		
n																		

														Subtotal:			
OTHER EXPERTS																	
E-1			[Home]														
			[Field]														
E-2																	
n																	
														Subtotal:			
														Total:			

- 1 Months are counted from the start of the assignment/mobilization.
- 2 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Employer’s country or any other country outside the expert’s country of residence.
- 3 The assignment of international and national staff shall be treated separately.



Full time input

Part time input

FORM TECH-6**(CONTINUED)****CURRICULUM VITAE (CV)**

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____

[Signature of staff member and authorized representative of the Firm]Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

Section IV. Financial Proposal - Standard Forms

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

FIN-1 Financial Proposal - Submission Form

FIN-2 Financial Proposal - Cost Breakdown

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

[Location, -----]

Date -----]

To:

*Project Development Grant Fund (PDGF),**#19, T.P Scheme Road,**Raja Annamalai Puram, Chennai – 600 028, Tamil Nadu.*

Dear Sirs:

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

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures]*, *[Insert “excluding” as standard or “including”]* of all indirect local taxes in accordance with Clause 25.1 in the **Data Sheet**. The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations. *[Please note that all amounts shall be the same as in Form FIN-2].*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the **Data Sheet**.

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

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

Section IV. – Financial Proposal – Standard Forms

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

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN**Model for Financial Proposal – Overall Cost Breakdown****Basic Services**

	Sum in INR
Total Package A - Lump sum services w/o options	
[“Total Other Cost”]	
Grand total	

Duties and Taxes

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

Taxes and duties	
Basic Services	
Optional Services	

Summary Overview

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

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

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

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

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

SUMMARY	Amount in INR
Sub-Total – 8. Equipment Cost	NIL
Sub-Total – 9. Miscellaneous Cost (Provide Details or mention as NIL)	
Total Other Cost	

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

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

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

Detailed Cost Calculation – Fees, Transport, Logistics (for information only not basis for payments)				
1. Key Staff Cost	Unit	Quantity	Lump sum unit rate	Contract amount
1.1 Team Leader	month	...		
1.2 NN	month	...		
1.3 ...	month	...		
Sub-total Key staff				
2. Support Staff Cost (incl. allowances and accommodation, see explanation)				
2.1 NN	month	...		
2.2 ...	month	...		
Sub-total Support staff				
3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff				
3.1 Allowance, accommodation - Long-term staff	month	...		
3.2 Allowance, accommodation - Short-term staff	month	...		
Sub-total Allowance and accommodation				
4. International Travel - Not Applicable -				
4.1 International return flights	flight	...	-	
4.2 Complementary travel costs	flight	...	-	
4.3 other international flights	flight	...	-	
Sub-Total International flights				Not Applicable

5. Local Travel & Transport Cost				
5.1 Vehicle lease/rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, assurance, repairs	month	...		
5.3 Other local transport (short-term, peak)	day	...		
5.4 Local flights	flight	...		
Sub-total Local transport				
6. Project Office				
6.1 Office rent	month	...		
6.2 Office operation	month	...		
Sub-total Project office				
7. Reports and Documents				
7.1 ... (Type of reports/documents to be stated)	/doc	...		
7.2		
Sub-total Reports and documents				
<i>If 8./9. Equipment / Miscellaneous items are part of lump sum service price add relevant column(s)</i>				
Total Package A – Lump Sum Services				

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

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

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

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

[Mode 1 is appropriate for items for which the Employer can determine the quantity in advance and the Consultant can offer a fixed lump sum unit rate without occurring a major price risk, i.e. office equipment.]

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

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

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

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

Fees, Transport and Logistics

Item 1 & 2 - Staff Cost

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

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

Item 3 - Allowance and accommodation

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

Item 4 - International Travel Cost

This item shall include:

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

Item 5 – Local Travel & Transport Cost

This item shall include:

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

Item 6 - Cost for the Local Project Office

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

Item 7 - Production of Reports

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

Other Cost**Item 8 – Equipment Cost**

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

- Office equipment
- Project vehicles
- Measuring and test equipment

Item 9 - Miscellaneous Cost

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

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

Section V. Eligibility Criteria

Eligibility in KfW-Financed Procurement

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

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

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

1) Sanctionable Practice

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

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

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

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

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

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

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

influencing the actions of any person or causing any person to refrain from any action.

Fraudulent Practice Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

Obstructive Practice Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2) Social and Environmental Responsibility

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

- (c) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation¹⁴ (ILO) and international environmental treaties and;
- (d) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

¹⁴ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

Section VII. Terms of Reference

1. BACKGROUND ON THE PROJECT

Since 2008, on behalf of the German government, KfW has been working with the Tamil Nadu Urban Development Fund (TNUDF) on 'Sustainable Municipal Infrastructure Financing (SMIF) with the aim of promoting investment in municipal infrastructure that generates positive impact on the environment; and mobilizing private funds for municipal infrastructure in Tamil Nadu.

The Program had two phases (Phase-I and Phase-II). The program aims for contributing to an ecologically sound infrastructure at municipal level, as well as developing the capital market for municipal bonds.

Based on the progress of SMIF-TN-Phase I & II, the TNUDF and KfW have mutually envisaged an additional financing program as the third phase under SMIF-TN. This third phase of the Sustainable Municipal Infrastructure Financing Tamil Nadu Program (SMIF TN III) is to enhance climate resilience and adaptation in urban infrastructure to improve the living conditions of urban population and to contribute towards improvement of environment and preservation of natural resources.

The sub-projects of Phase III are under implementation and include the following projects:

- Development of sewerage collection, treatment, and reuse and recycling of treated wastewater including fecal sludge and septage management
- Development of new water supply systems and water supply improvement schemes, 24X7 water systems etc.
- Climate resilience measures including storm water management
- Integrated solid waste management and bioremediation of legacy dumpsites
- Restoration and improvement of tanks, lakes, rivers, and water bodies
- Development of parks and green spaces that can serve as carbon sinks
- Development of sustainable and energy efficient streetlighting

The present ToR refer to the infrastructure of Phase III and to the risks caused by advancing climate change and the associated increased risk potential for this infrastructure. The aim of this study is to work out the potential of climate risk insurance as part of an integrated risk management approach on the basis of a risk analysis and possible adjustments.

The contract for the Tenderer will be awarded under the terms of KfW's "Guidelines for the Assignment of Tenderer in Financial Cooperation with Partner Countries¹⁵".

¹⁵ <https://www.kfw-entwicklungsbank.de/Download-Center/PDF-Dokumente-Richtlinien/Consulting-E.pdf>

2. OBJECTIVES OF THE ASSIGNMENT

The objective of this study is to develop a concept for the hedging of residual climatic risks for the physical damages of the infrastructure implemented under the SMIF TN III program. In this regard insurance can play a role in helping to manage the financial risks of losses due to the increasing risk of natural hazards. An insurance allows to pass the risks to a third party, in this case an insurance company in exchange for up-front payments, the premiums. Typically, the higher the risk, the higher the premiums.

Insurance might be one of many instruments that can be used to address risks and should be considered as a part of an integrated risk management approach. The present study shall serve to evaluate if insurance could form an integral part of the risk management of the infrastructure implemented or to be implemented under the SMIF TN III program. The study shall include:

- ✓ **Risk analysis:** starting point of risk management approach.
 - identifies the risks (What can happen?)
 - assesses exposure (Can it happen to me?)
 - vulnerability (What damage can it cause to me?)
- ✓ **Adaptation/Resilience:** how the risks can be reduced
- ✓ **Residual Risk:** define the residual risk which will remain after adaptation.
- ✓ **Preparedness:** define measures to increase preparedness to minimize losses, as e.g., early warning system
- ✓ **Risk finance:** Once a disaster has occurred, financial resources are needed to deal with its consequences and often speedy access to finance could reduce follow-up costs as well. The development of a concept for hedging the residual climate risks is the key output of this study, based on the activities mentioned before.

The possibility of insurance cover at the level of individual projects or - alternatively - as a risk pool at the level of the overall portfolio of the under the program SMIF-TN III shall be evaluated under this study considering for the risk transfer include but not limited to indemnity insurance, parametric covers, risk pools, ex-ante or ex-post instruments only to mention some of the possible ways to manage the residual risks.

The study shall be only prepared for the physical damages of the infrastructure and the corresponding losses. The potential business interruption as well as human loss/livestock caused by the damage shall not be evaluate in detail but general recommendations in this regard how to reduce the corresponding risks are expected.

The study shall cover the infrastructure projects financed under SMIF TN III. Some of these have been completed, implemented and are in operation or are still being implemented or planned.

The following table shows an overview of these projects. Further information on the portfolio can be found in the annex 3:

Terms of Reference

Name of the Project	Cost (cr)
UGSS to Okkiyum Thoraipakkam	266,44
UGSS to Edayanchavadi, Sadayankuppam and Kadapakkam of Expanded Chennai City	228,39
UGSS to Madhavaram	420,46
UGSS to Hosur	582,54
UGSS to Vadaperumbakkam, Theeyambakkam, Puzhal & Mathur of Chennai City	598,18
UGSS to Coimbatore in 3 added areas	318,90
UGSS to Coimbatore leading to Ondipudhur STP	185,00
STP to Tiruchirapalli	233,87
UGSS to Mayiladuthurai	83,03
UGSS to Madurai	471.89
<i>UGSS to Poonamalae, Thiruverkadu & Mangadu</i>	<i>972,73</i>
UGSS to Tiruchirapalli	230.61
UGSS to Tiruppur	188.61
UGSS to Karur	476,12
UGSS to Arupukottai	297.25
UGSS to Maraimalai Nagar	299.86
UGSS to Mannargudi	229.00
UGSS to Chengalpattu	188.25
UGSS to Palani	120,00
WSIS to Thiruverkadu	110,00
WSIS to Karur	113,20
STP to Tirunelveli	93.44
Biomining Kodungaiyur	648.38
Total	7356.15

3. SCOPE OF WORK

The ToR aims to outline the Tenderer's tasks in as much detail as possible. Nevertheless, the Tenderer shall critically verify the scope of services indicated and any such clarification will be addressed during the prebid meeting and consultants are free to provide valuable comments/opinions on the Terms of Reference. Any suggested amendments to the ToR should be clearly documented within the Tenderer's submission, including accompanying justification for the proposed amendments. Furthermore, it is understood that the Tenderer will perform all necessary services to ensure the fulfilment of the outlined objectives.

Due to the nature of this work, the following shall be considered while dealing with uncertainties:

- The major limitations, weaknesses, and uncertainties of the CRA (Climate Risk Analysis) should be explicitly underlined.
- Areas should be highlighted where significant knowledge and information gaps remain, and where uncertainties cannot realistically be quantified. Where projections and assessments are based on limited data, a small number of models, simulations, or scenarios, this should be highlighted, and any deficiencies in representing a reasonable range of possible future scenarios should be identified.
- Any apparent contradictions between model results and observations should be noted.
- All assumptions made in the prediction and assessment of the potential climate-related risks should be detailed.

It is anticipated that the Assignment will be undertaken through the following tasks:

- Task 1: Familiarization with available documents, kick-off.
- Task 2: Preparation of Digital Portfolio Map
- Task 3: Climate risk analysis at Project Level
- Task 4: Climate risk analysis at Portfolio Level and Disaster Risk Reduction
- Task 5: Analyze Options and Strategies for hedging residual climate risks

The tasks are described in the sub-section below. If no guidance is given or the Tenderer would like to suggest a different approach (e.g., for a specific modelling approach), the proposed methodology shall be presented as part of the proposal. The Tenderer might include in his offer/approach/study the use of the possibilities offered by third parties or to include them in the strategies to be developed, such as NDF (Natural Disaster Fund), ISF (InsuResilience Solutions Fund), GFDRR (Global Facility for Disaster Reduction and Recovery) just to name a few. The tenderer is free to select and use them.

In the description of the tasks in the present ToR, it is assumed that the tasks can be carried out without on-site inspections, meaning that this is essentially a desk-top study. If the consultant requires further information than that provided, he is required to request this independently from the contractual partner (TNUDF and/or ULBs).

A key objective of this study is to present the options for minimizing risk in the infrastructure portfolios financed by KfW and the potential of Insurance as part of integrated risk management and risk layering.

TASK 1: FAMILIARIZATION WITH AVAILABLE DOCUMENTS, KICK-OFF

KfW and the TNUDF will provide available information of the projects implemented under KfW assisted SMIF-TN-III and the whole portfolio. The information includes the design documents, appraisal notes and others relevant information about the projects.

Terms of Reference

The Tenderer shall get familiar with the documentation and in addition obtain any additional data he requires for the execution of the tasks. Based on the preparatory information analysis, the Tenderer shall set up a work plan for the Assignment. The work plan shall refer to the tasks as described in these ToR etc, in complete.

The Tenderer shall prepare and participate in a kick-off meeting (or a kick-off-call, as appropriate) for the discussion of his work plan (to be submitted lately 1 week before the kick-off). The Tenderer shall document the outcomes of the meeting and update accordingly his work plan and include that in his report for approval..

Deliverables: Report Task 1:

- Detailed work plan (draft and final plan)
- Describe existing information and information gaps to be addressed as part of the assignment inter alia by interviews and data collection in situ
- Initial stakeholder analysis and list of stakeholders
- Report with max. 5 pages plus annex.

TASK 2: PREPARATION OF DIGITAL PORTFOLIO MAP

The Tender shall, based on the information obtained (see Task 1) prepare a digital overview map in a software the Tenderer shall propose in his technical offer. The overview map shall include all projects of the portfolio (georeferenced) with the following minimum information:

- Name of the project
- Type of project (Wastewater Project, Water Supply Project, Underground Sewage System, ...). For each type of project, a different color/symbol shall be used.
- If feasible and if the GIS data of the portfolio are available, these data shall be uploaded in the digital portfolio map. The possibilities from the bidder's point of view should be described in detail in the offer.
- Investment Cost or actual value (if available or reasonable estimate shall be done)
- Status of the project (in operation, under implementation, year of start-up)
- Capacity (in terms of connected population or m3/day, to be agreed during execution of task)
- Insurance related information as TSI (Total Sum Insured) and PML (Probably Maximum Loss)
- In a later stage (see task 4) the presentation of infrastructure not at risk as well as the infrastructure at very high risk (less and more vulnerable area/hotspot) should be shown according to a scale

In his technical offer the Tenderer shall propose a software which allows the visualization of the information as listed above and in a format which allows the uploading of the information in a software (could be the same software) for modelling the climate risk using open source software and open source data (flooding (fluvial floods, pluvial floods, coastal floods), wind, drought, heat, cold, forest fire/bush fire).

Note: the above-mentioned natural hazards will not be relevant for all infrastructures. Without prejudging the results of the study, it can be said that the main risk could be flooding, as the existing structures are mainly water supply and wastewater disposal structures (facilities and networks). The classification of which natural hazard is relevant for the individual structures is to be worked out by the tenderer. The modelling/adjustment/risk minimization in the following tasks should relate to the relevant natural hazards.

Terms of Reference

The portfolio shall be clustered in a table by type of project and all relevant data shall be included as listed above. A draft example of the table is shown below. Details of the table and data to be included will be discussed in detail during execution of Task 2.

Wastewater Treatment Plants								
Project	Capacity In [m3/day] or PE connected	TSI [Core]	PML	Exposure				
				Wind	Pluvial flood	River flood	–	–
xxx	200,000	20	5	–	–	–	–	–
yyy	–	–	–	–	–	–	–	–
Total	–	–	–	–	–	–	–	–
Underground Sewage System UGSS								
Project	Length [km]	TSI [Core]	PML	Exposure				
				Wind	Pluvial flood	River flood	–	–
vvv	50	20	5	–	–	–	–	–
www	–	–	–	–	–	–	–	–
Total	–	–	–	–	–	–	–	–
Other								
–	–	–	–	–	–	–	–	–

Deliverables: Report Task 2:

- Digital Overview map and project data table
- Digital format of all the data.
- Report with max. 5 pages plus annex.

TASK 3: CLIMATE RISK ANALYSIS AT PROJECT LEVEL

DEFINING OF CLIMATE RISK SCENARIOUS

For the analysis of the climate risk analysis, beside the analysis under today's climate conditions it is proposed to analyze the following RCP scenarios:

- RCP 2.6
- RCP 4.5
- RCP 8.5

In his technical offer, the Tenderer should confirm and describe the usefulness of the investigation of the above-mentioned scenarios or suggest alternative scenarios that would be more expedient in this context according to its version.

The Tenderer can propose as well the SSP scenarios to be considered as e.g., the SSP126, SSP370, and SSP585. SSP126 with 2,6 W/m² is characterized by a more sustainable and low-emission pathway and the SSP585 with 8,5 W/m² represents a high-emission scenario associated with rapid economic growth. The final scenarios will be discussed and agreed in the kick-off meeting under Task1.

DEFINING PROJECT RELATED CLIMATE HAZARDS AND FRAMEWORKS

For the analysis of the climate risk on project level the following approach is proposed:

1) Assessment step 1: Loss History

In a very first step the Consultant shall sample as much information as possible about the loss history of the portfolio. The loss history shall include quantitative losses expressed in INR and the damage report. The loss history shall include mainly losses caused by natural disaster events as heavy rainfalls, flooding, etc. The loss history of pure technical losses, as e.g., failure of pumps etc. can be omitted if not caused by natural disaster event.

The loss history shall include type of event, year, physical losses, affected population (if any), business interruption (extend, duration), restoration costs and age of affected infrastructure. The loss history shall be evaluated by the Consultant in terms of damage frequency and potential for improving resilience and hazard prevention.

2) Assessment step 2: Definition of Key Climate Hazards

Key climate hazards (e.g., fluvial flooding, sea level rise, heat, water scarcity, landslides, flash floods) are to be identified in each geographical area and mapped spatially, indicating the frequency and the severity of hazards, both for today's climate condition as well as for the SSP/RCP scenarios. In addition to single-hazard assessments, the likelihood of various multiple-hazards scenarios is being assessed and displayed, if data availability allows, in respective maps, too.

3) Assessment step 3: Elements affected

Elements exposed to climate hazards (=who and what is affected?) are identified under the different climate scenarios, by taking into consideration affected populations (only indirectly by affected infrastructure under the SMIF-TN-III financed projects), infrastructures, services, and other key urban functions (only indirectly by affected infrastructure under the SMIF-TN-III financed projects), as well as further assets and properties, and urban ecosystems. Exposed elements could be identified synchronizing hazards maps with land use and infrastructure maps, using Geographic Information Systems (GIS) if the GIS data is available. In situations where quantitative data is limited, qualitative data can be used.

4) Assessment step 4: Vulnerability of the exposed elements

The vulnerabilities of the exposed elements are identified, with the aim to estimate the extent of potential loss and damages. Thereby, the adaptive effects of existing adaptation measures as well as the adaptive and coping capacities in an ULB and their communities are taken into consideration, all of which contribute to reduce climate vulnerabilities. Future urban development scenarios (e.g., projected population growth, densification etc.) are taken into consideration, too, to identify actual and possible future vulnerabilities in an ULB.

5) Assessment Step 5: Possible damages for future climate hazards

Climate risk to people/infrastructure or ecosystems results from exposure to a climate hazard and a system's own vulnerability. Where existent, information on historical damages is included to determine possible damage functions for future climate hazards. Furthermore, climate risks are identified both for multi-hazard situations as well as cascading risk scenarios.

MODELLING OF CLIMATE RISKS ON PROJECT LEVEL

The tenderer shall propose in his offer his approach for modelling the climate risks of the projects. The proposed software shall be able to model each project and the entire portfolio for the most common scenarios. The possible scenarios offered by the software shall not be limited to the scenarios defined before.

The software shall be available on the market or make available during this assignment. Possible costs for the use of the software should be shown and included in the offer and the

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costs for a possible purchase of the software by the customer should be indicated as a reference.

The digital input data shall be prepared in such a way that it could be used, with some adjustments as well in other climate risk modelling software.

The climate risk modeling shall include flooding (fluvial floods, pluvial floods, coastal floods), wind, drought, heat, cold, forest fire/bush fire if defined as relevant risk in the tasks before using open source software and open source data.

The time horizon shall be from to date until year 2100, as follow: 2025-2050-2075-2100.

VULNERABILITY ADJUSTMENTS

Based on the previous analysis adaptation measures to reduce the risks of the project will be identified, analyzed and described. The cause-and-effect chains should be considered. The following steps need to be undertaken:

- For each risk, options should be presented, describing how the measures will cause an effect i.e., targeting the exposure, increasing the adaptive capacity etc.
- Required technical details of the measures are necessary to be able to make an indicative assessment on the costs and the technical and institutional feasibility.
- In most cases the project budget will not be sufficient to implement all existing adaptation measures/design elements. Hence, a justification should be given which measures to prioritize. A ranking according to their cost-benefit (in terms of risk reduction) estimate can be a one option to do so.
- Some risk reduction/adaptation measures might already be supported by other actors, if the case it should be mentioned.

Risk reduction options can have several distinct aims, inter alia:

- Measures to reduce physical exposure of any project infrastructure to climate hazards and their related impacts (e.g., sudden-onset climate-related hazards and disasters, slow-onset hazards such as sea-level rise).
- Measures to improve the project's ability to operate under identified constraints that may change over the course of the project's lifetime or on timescales over which continued project/program benefits are anticipated (e.g., choice of most water-efficient or energy-efficient production options, avoiding locating of water-intensive activities in areas where climate change is likely to increase existing water stress).
- Generalized reduction of the vulnerability of key stakeholders in the context of existing and emerging risks associated with climate variability and extremes, to ensure project success (e.g., where the focus is on the near term and/or there is high uncertainty about future changes)
- Enhancing of adaptive capacity through measures to increase access to key resources, raise awareness, deliver training on adaptation issues, to ensure that project/program implementation and the delivery of longer-term benefits account for and address climate change issues.
- Review of exposure data: Based on the result of the task before, especially the modelling and vulnerability adjustment the Tenderer shall review the exposure data and adjust or reassess.

Deliverables: Report Task 3

- Climate analysis at project level (current and future climate scenarios)
- Loss history, definition of climate hazards, vulnerability of infrastructure
- Modelling input data and modelling results incl. hazard maps for the different scenarios and the infrastructure
- Description of modelling software and assumption of the model
- Vulnerability adjustments
- Exposure Data review
- Description of outcomes of sub-tasks and result of the CRA at project Level
- Report with max. 10 pages plus annex.

TASK 4: CLIMATE RISK ANALYSIS AT PORTFOLIO LEVEL AND DISASTER RISK REDUCTION

Based on the outcomes of the Task 3 the climate risk analysis shall be done at portfolio level. The following activities shall be included:

Climate risk analysis at portfolio level:

- Prepare statistics about climate risk hazards in the portfolio area.
- Categorization of projects for the entire portfolio according to low, medium, high exposure for project type, region, and type of natural hazards.
- Description of accumulations of risks including possible interactions and exposures inter alia:
 - Are there too many water supply systems in floodplains that are hydraulically connected?
 - Are risks to the water supply to be expected from damage to wastewater systems?
 - will water resources be affected due to climate change and so water treatment plants will run dry?
 - will reduced water quantity in the river affect the required minimum ecological flow in the water bodies?
 - Other questions/interactions to be developed during assignment.
- Prepare (based on the Digital Portfolio Map) the possible interaction and risk accumulations.

Assessment for Disaster Risk Reduction:

The tenderer shall carry out, based on the previous activities an assessment for the disaster risk reduction as a summary of the previous tasks and preparation of the following task 5. It shall cover the main topics as mitigation, preparedness, response, and recovery, as far as it was developed in the previous tasks. The assessment shall include the evaluation of the economic benefits as well of variations in the mix of investments in disaster risk mitigation and insurance spending and the quantification of the impact of different combinations of investment.

Deliverables: Report Task 4:

- Climate risk analysis (CRA) at Portfolio Level
- Assessment for Disaster Risk Reduction
- Description of outcomes of sub-tasks
- Modelling input data and modelling results incl. hazard maps for the different scenarios and the infrastructure at the portfolio level
- Report with max. 10 pages plus annex.

TASK 5: OPTIONS & STRATEGIES FOR HEDGING RESIDUAL CLIMATE RISKS

It is likely that the adaptation measures will not be able to mitigate all climate risks completely because there are limits to adaptation (hard ones defined by natural science and technology and soft ones defined by financial and institutional constraints and/or the project's budget is limited. Thus, the final and main task for this assignment is to analyse options and strategies for hedging the residual climate risks which cannot be avoided, based on the results obtained previously. The residual risk can be retained ; therefore, suggestions shall be made on how to deal with it, or the risk can be transferred to third parties, in this case insurers or others. The analysis shall include but not be limited to the following activities:

- Development of strategies and options for risk transfer and retention
- Risk layering analysis for the residual climate risks
- Evaluate and quantify the most efficient combination of various disaster risk financing instruments (risk layering), including but not limited to contingent funds, insurance (incl. risk pools and single risk insurance) and post-disaster loans.
- Consideration of different insurance covers (annual operational covers, parametric covers, CAR/EAR covers, BI covers, etc.)
- The task shall include market research which insurers are active in the market providing such covers (Direct insurers, re-insurers, national/ international insurers)
- The potential covers for the defined risk shall be described and the corresponding costs should be requested from potential insurers. Calculation or indications of insurance premium or estimate shall be done and to do so, relevant insurer shall be contacted. The Tenderer shall propose in his offer how he intend to calculate/estimate the corresponding insurance premiums.
- The Tenderer shall prepare **and conduct** a Workshop (In Person) to discuss the outcomes with all stakeholders, the ULB's including KfW and TNUDF and to discuss with the owner of the infrastructure the proposed measures, the possibilities of the insurance of the residual risk and their willingness to pay for the corresponding costs. The workshop shall take place lately one month's prior termination of task 5. The outcomes of the workshop shall be recorded in a Minutes of Meeting.
- Typical insurance cover conditions shall be described (CAR/EAR insurance cover, annual cover, typical wording and main clauses of such insurance cover, how these covers differentiate between normal climate hazards and climate hazards cause by climate change, any risk typically excluded from such covers, typical deductibles, etc.)
-

Deliverables: Report Task 5:

- Options and strategies for hedging the residual climate risks
- Description of the risk transfer (types of potential insurance covers, risk layering options, risk pools, ex-ante or ex-post instruments).
- Market research of potential insurers
- Cost/premiums of the potential options
- Overview of options, comparison, and recommendation
- Report with max. 20 pages plus annex.
- The Draft Report shall only include outcomes of Task 5.
- The Final Report of Task 5 should also contain all other reports from Task 1-5 in their chronological order and with a common table of contents.

CROSS-CUTTING-TASK: PROJECT MANAGEMENT

The Tenderer shall manage the Assignment to ensure that the tasks are delivered to the agreed schedule and that these meet the standards set out for the Assignment.

The management activities should include:

- a) Management of the Tenderer's team.
- b) Communication activities with the TNUDF, the municipalities, KfW, and other parties.
- c) Reporting as by the terms and regular reporting on schedule.

As part of the tender submission, the Tenderer shall provide a description of the project management and how quality assurance will be implemented.

PAYMENT SCHEDULE

The total duration of the assignment is envisaged to be 6 months.

The submission dates of the reports in the table below are an indication and can be proposed by the Tenderer in his offer. The total duration is fixed with 6 months.

Task	Timeline	Payment %
Task 1: Familiarization with Available documents and kick-off	30 days	10
Task 2: Preparation of Digital Portfolio Map	45 days	15
Task 3: Climate risk analysis (CRA) at Project level	90 days	25
Task 4: Climate risk analysis (CRA) at Portfolio Level	120 days	20
4.1 Preparation Workshop during Task 5 & Preparation of MoM	150 days	10
Task 5: Options & Strategies for Hedging the Residual Climate Risk	180 days	20

4.1 Reports:

- All reports shall be submitted in a draft version and a final version. The Final Version is due 2 Weeks after receiving the comments on the draft report.
- All reports shall be submitted in digital version and the Final Report shall be submitted along with 3 numbers of Hard Copies.
- All the reports will be reviewed by KfW Bank, consultant to incorporate the comments and suggestions of the Bank and submit the revised report at each stage, if necessary.
- The digital version shall be submitted as a pdf-file. The original files shall be submitted as well (Word, excel, Auto CADD, GIS file, file-format of other software used during this assignment). If file size is too large, the Tenderer shall provide a safe download link.
- All reports shall be drafted in English.

4.2 Support Infrastructure:

- a. The consultant has to make his own arrangement for licensed software, hardware required, if any for this study on as required basis.
- b. The travel and other reimbursable expenses of the experts will not be reimbursed should be factored in as part of the financial proposal.
- c. The cost for conducting workshop also to be factored in the financial proposal.

REVIEW COMMITTEE

The review committee consists of representatives from,

1. Directorate of Municipal Administration (DMA)
2. Directorate of Town Panchayat (DTP)
3. Greater Chennai Corporation (GCC)
4. Tamil Nadu Water Supply and Drainage Board (TWAD)
5. Chennai Metropolitan Water Supply and Sewerage Board (CMWSSB)
6. Tamil Nadu Urban Finance and Infrastructure development Corporation Ltd (TUFIDCO)
7. Tamil Nadu Green Climate Company (TNGCC)
8. Finance Department, Government of Tamil Nadu
9. Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL)
10. Other representatives as required

Each stage report from Task 3 will be reviewed by the review committee and consultant to present the same to the Government of Tamil Nadu on as required basis, the final presentation shall be made to the Government of Tamil Nadu In person.

STAFF AND QUALIFICATION

The project team and their qualifications must reflect the scope of services and show excellent technical and professional qualifications.¹⁶ The Tenderer shall provide a description of tasks to be performed by each team member as well as details on the selection and experience of the proposed members with regard to their tasks.

The Tenderer shall provide updated curricula vitae (CV) of the proposed international and local / regional staff in standard KfW format (see [Annex 1](#)) showing relevant experience and shall not exceed four (4) pages. **For each additional page over and above 4 pages there will be a 5% deduction in the awarded points.** Key staff should have adequate education, professional experience, language skills and experience in the region/ with similar tasks. Please note that key staff presented in the Tenderer's proposal may not be replaced without the prior approval of KfW.

The following key staff should be included in the proposal as a minimum :

- Team Leader (International)
- Expert Climate Risk Modelling (International)

¹⁶ All key personal shall not be in or standing before retirement or reactivated from retirement.

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- Expert Disaster Risk Financing/ Insurance expert (International)

Other international and local experts and staff, as needed and to be defined by Tenderer.

Together, the key staff should cover the following areas with their qualifications:

- Climate Risk Management
- Climate Risk Adaptation
- Climate Risk Modelling
- Disaster Risk Financing, Non-life insurance

KEY EXPERT 1: TEAM LEADER

Qualifications and skills:

- Expertise climate risk management and/or climate risk adaptation and/or non-life insurance
- Post graduate in economics, engineering, mathematics, finance or equivalent in fields related to the expertise required.
- Good command of the English language (working language).

General professional experience:

- Minimum of eight (8) years of professional experience in climate risk management, finance, banking, or insurance sector.
- Expert must have at least 3 years working experience in the region or other developing or emerging countries in climate insurance sector.

Specific professional experience:

- At least one (1) experience as team leader
- At least two (2) experiences with climate risk management project, focused on insurance products.

KEY EXPERT 2: EXPERT CLIMATE RISK MODELLING

Qualifications and skills:

- Expertise climate risk management and/or climate risk modelling and/or climate risk adaptation
- Postgraduate in engineering, mathematics, finance or equivalent in fields related to the expertise required.
- Good command of the English language (working language).

General professional experience:

- Minimum of six (6) years of professional experience in climate risk management or climate risk modelling.

Specific professional experience:

- At least two (2) experiences with climate risk modelling

KEY EXPERT 3: EXPERT IN DISASTER RISK FINANCING/ INSURANCE

Qualifications and skills:

- Expertise disaster risk financing/climate risk management/or non-life insurance
- Postgraduate in engineering, economics, mathematics, finance or equivalent in fields related to the expertise required.
- Good command of the English language (working language).

General professional experience:

- Minimum of eight (8) years of professional experience in disaster risk financing/climate risk management/or non-life insurance.

Specific professional experience:

- At least two (2) experiences with disaster risk financing and/or climate risk management.

Within the proposal the Tenderer shall confirm that the key experts, non-key experts, national experts and project coordinator will be available for the respective position throughout the whole duration of the assignment. Consultant to consider sufficient Non-Key experts (National) like Climate Change Adaptation Expert cum coordinator, GIS cum CADD Engineer, Field Engineers and other supporting staffs to meet the objectives of the study. Only key-experts will be evaluated but bidder shall include in his offer the number, profession and job description of the non-key staff, the national experts (if required) and project coordinator.

ANNEXES: TABLE OF CONTENT

<u>Annex 1</u>	CV Template
<u>Annex 2</u>	KfW sustainability guidelines
<u>Annex 3</u>	Information on Portfolio

ANNEX 1: CV TEMPLATE

CURRICULUM VITAE

Proposed position in the assignment:

contact details ((email, telephone)

1 Family name:

2 First names:

3 Date of birth:

4 Nationality:

5 Education:

Institution	
Date: from - to:	
Degree(s) or Diploma(s) obtained:	

Institution	
Date: from - to:	
Degree(s) or Diploma(s) obtained:	

6 Language skills: (Mark 1 to 5 for competence, 5 being the highest)

Language	Reading	Speaking	Writing

7 Membership of professional bodies:

8 Other skills (e.g., Computer literacy, etc.):

9 Present position:

10 Years with the firm:

11 Key qualifications (relevant to the proposed position in the Assignment):

12 Relevant Country/Region specific experience:

Draft Consulting Contract

Country	Date: from (month / year) to (month / year)

13 Professional Experience Record (i.e., employment history):

Date:	
Location:	
Company:	
Position:	
Description:	

Date:	
Location:	
Company:	
Position:	
Description:	

14 Selected Projects/Programs (Country/Region/Sector)

15 Others: n.a.

16 Publications:

Certification:

I, the undersigned, certify that to the best of my knowledge, these data correctly describe me, my qualifications and my experience.

Name of Expert Signature Date

Name of authorised representative Signature Date

Copy of the degree certificate / educational qualifications has to be enclosed with the C.V otherwise key experts CV won't be evaluated and marks will be awarded as '0'

ANNEX 2: KFW SUSTAINABILITY GUIDELINES

https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Nachhaltigkeitsrichtlinie_EN.pdf

ANNEX 3: INFORMATION ON PORTFOLIO

The following documents will be provided per project:

Appraisal note

Design Reports,

Overview table with main design parameters

Cost schedules

Co-ordinates of location

PART – III

CONSULTING CONTRACT

dated

____.____.2025

between

Project Development Grant Fund (PDGF)

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

And



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

Relating to project

**“CONSULTING SERVICES FOR HEDGING OF RESIDUAL CLIMATIC RISKS FOR
PHYSICAL DAMAGE TO THE INFRASTRUCTURE THAT ARE FINANCED UNDER
KFW ASSISTED TAMIL NADU SUSTAINABLE MUNICIPAL INFRASTRUCTURE
FINANCING PHASE III”**

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Preamble

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

General Conditions

1 General Provisions

1.1 DEFINITIONS

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

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

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

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

“Consulting Contract” means this contract for consulting services, including its Preamble and its Annexes^{17, 18}

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

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

“Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances. It includes, but is not limited to, war, invasion, rebellion, terrorism, riots, civil disorder, natural catastrophe (e.g. earthquake, fire, explosion, hurricane, typhoon, volcanic activity), strikes, lockouts or other industrial action confiscation or any other action by government agencies. It includes, but is not limited to, circumstances such as crises, war or terror that lead to the Foreign Office of the Federal Republic of Germany calling upon German citizens to leave the country or the Project region in response to which the Consultant withdraws all its staff. Force Majeure shall not include (i) any event which is caused by the negligence or wilful action of a Party or such Party's experts, sub-contractors or their

¹⁷ If one or several of the Annexes should not be necessary in the actual Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.

¹⁸ In case there are Minutes of Negotiations pursuant to the Special Conditions between the Parties these Minutes of Negotiations could be attached as an Annex. But in the interests of clear contractual stipulations, instead of including copious minutes of negotiations it is preferable to incorporate the agreed changes directly into the Special Conditions.

respective directors, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Consulting Contract and avoid or overcome in the carrying out of its obligations hereunder. Furthermore, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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

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

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

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

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

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

“Parties” means the Employer and the Consultant.

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

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

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

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

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

**1.2
INTERPRETATION**

Unless a contrary indication appears, in this Consulting Contract:

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

**1.3
RANKING AND ORDER**

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

**1.4
COMMUNICATION
AND LANGUAGE**

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

**1.5
GOVERNING LAW**

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

**1.6
ENTRY INTO FORCE
AND EFFECT**

This Consulting Contract enters into force and effect immediately upon (i) execution hereof by both Parties, and (ii) receipt by the Employer of KfW's written confirmation that all conditions

precedent to the first disbursement under the Funding Agreement have been satisfied in form and substance satisfactory to KfW. The Employer has to inform the Consultant about KfW's written confirmation immediately.

1.7 MEASUREMENTS AND STANDARDS

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

1.8 ASSIGNMENT AND SUB-CONTRACTING

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

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

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

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

1.9 COPYRIGHT AND RIGHTS OF USE

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

**1.10
OWNERSHIP OF
DOCUMENTS AND
EQUIPMENT**

- 1.10.1 All studies, reports, data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant by the Employer in relation to the performance of the Services, as well as software (including the respective source codes) produced or adapted to facilitate the performance of the Services, shall remain the property of the Employer. The Consultant shall not be entitled to exercise any right of retention or similar rights with respect to these materials.
- 1.10.2 The Consultant shall return any equipment made available by the Employer to the Consultant to facilitate the performance of the Services, including any vehicles purchased for the performance of the Services and paid for fully by the Employer, to the Employer promptly after completion of the Services. The Consultant shall handle and maintain any such equipment with due care.

**1.11
CONFIDENTIALITY
AND PUBLICATION**

- 1.11.1 The Consultant shall, and shall ensure that its employees, agents and representatives will keep confidential all documents made available to the Consultant by the Employer and/or KfW, as well as all information exchanged and knowledge acquired concerning this Consulting Contract and its implementation, even if such documents, information or knowledge have not been expressly designated as confidential. This obligation of confidentiality upon the Consultant and its employees shall remain effective for a period of 24 months after completion or termination (whichever occurs earlier) of the Consulting Contract.
- 1.11.2 The obligation of confidentiality set out in this Clause 1.11 shall not apply to information:
- (a) which is or becomes public information other than as a direct or indirect result of any breach of this Consulting Contract;
 - (b) which is known by the receiving Party before the date the information is disclosed to the receiving Party in accordance with paragraph (a) above or is lawfully obtained by the receiving Party after that date from a source which is unconnected with the Employer and KfW and which has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.
 - (c) the disclosure of which is:
 - i. requested or required by any court of competent jurisdiction or any competent judicial, governmental, banking, taxation, supervisory or other regulatory authority or similar body or necessary to assert or defend claims or other legal rights in court or administrative proceedings;

- ii. required pursuant to any applicable law or regulation; or
- iii. made with the prior written consent of the Party providing the information.

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

1.12 CONDUCT

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

1.13 SANCTIONABLE PRACTICE

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

- a) comply with all applicable laws, rules, regulations and provisions of the relevant legal systems relating to the performance of any obligations under this Consulting Contract or if failure to comply would impair the Consultant's ability to perform its obligations hereunder,
- b) not engage at any time in any Sanctionable Practice; and
- c) not enter into or continue any business relationship with specially designated nationals, blocked persons or entities maintained on any Sanctions List and not engage in any other activity that would constitute a breach of Sanctions.

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

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

recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

Obstructive Practice Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Funding Agreement.

Sanctions The economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body.

Sanctioning Body Any of the United Nations Security Council, the European Union and the Federal Republic of Germany.

Sanctions List Any list of specially designated persons, groups or entities which are subject to Sanctions, as issued by any Sanctioning Body.

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

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

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

**1.14
SOCIAL AND
ENVIRONMENTAL
RESPONSIBILITY**

- (e) The Consultant shall, and shall ensure that its representatives, agents and employees will, ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) and, consequently:
- (f) comply with and ensure that all their subcontractors and major suppliers, i.e. for major supply items, comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties; and
- (g) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

**1.15
REIMBURSEMENTS**

Unless otherwise set out in the Special Conditions, the Consultant shall make all reimbursements, insurance payments, guarantee payments or similar payments to the extra account of the Employer specified in the Special Conditions.

**1.16
SEVERABILITY AND
WRITTEN FORM**

1.16.1 If any provision of this Consulting Contract is or becomes invalid, void or ineffective or if this Consulting Contract contains unintentional gaps, this will not affect the validity or effectiveness of the remaining provisions of this Consulting Contract and this Consulting Contract will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue and prove the Parties' intent to uphold this Consulting Contract even without the void, invalid or ineffective provisions.

1.16.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision which comes as close as possible to the purpose and intent of the invalid provision in legal or economic terms and any unintentional gap shall be deemed to be filled with a provision which best suits the purpose and intent of this Consulting Contract.

1.16.3 Any supplements and amendments to this Consulting Contract – including to this Article 1.15.3 – must be made in writing. Any waiver by the Parties of this writing requirement must also be in writing.

**1.17
ROLE OF KfW**

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

2 The Employer

**2.1
INFORMATION**

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

**2.2
DECISIONS AND
COOPERATION**

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

2.3 SUPPORT

- 2.3.1 The Employer will support, to the extent reasonably possible, the Consultant in discharging its obligations pursuant to this Consulting Contract. The Employer shall make available to the Consultant as soon as reasonably practicable and in full all the services necessary for the performance of its tasks as detailed in Annex 3 [*Terms of Reference plus Tender Documents*].
- 2.3.2 In addition, the Employer shall support the Consultant, the Consultant's employees and directors and, where applicable, their [immediate] relatives in:
- (a) obtaining as soon as reasonably practicable any documents necessary for entering, residing in, working in and leaving the Country (visa, work permit etc.);
 - (b) granting and/or obtaining unrestricted access to the Project where necessary for the performance of the Services;
 - (c) the import, export and customs clearance of personal items and of goods and commodities required for the performance of the Services;
 - (d) securing return transport in cases of emergency;
 - (e) obtaining permission to import Foreign Currency that is required by the Consultant for the performance of the Services and for personal use by its Foreign Staff;
 - (f) obtaining permission to export the money paid by the Employer to the Consultant under this Consulting Contract; and
 - (g) providing access to other organisations for the purpose of obtaining information to be procured by the Consultant in relation to the performance of its obligations hereunder or any of the matters set out under any of the foregoing sub-paragraphs (a) through (f) above.

2.4 TAXES

- 2.4.1 The Consultant is responsible for meeting any and all tax liabilities in the Employer's country arising out of the Consulting Contract, unless it is stated otherwise in the Special Conditions. Tax liabilities of the Consultant outside the Employer's country are considered to be included in the Remuneration and may not be charged separately.
- 2.4.2 If, after the date of signing of this Consulting Contract by the Parties, there is any change in the applicable law in the Employer's country with respect to taxes and/or duties which increases or (as the case may be) decreases the cost incurred by the Consultant in performing the Services, then the Remuneration and other expenses otherwise payable to the Consultant under this Consulting Contract shall be increased or (as the case may be)

decreased accordingly by agreement to be concluded between the Parties hereto.

**2.5
SERVICES AND
FURNISHINGS**

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

**2.6
CONTACT PERSONS
OF THE EMPLOYER**

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

3 The Consultant

**3.1
SCOPE OF SERVICES**

3.1.1 The Consultant shall deliver the Services in full and on time.

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

**3.2
STANDARD AND
SPECIAL SERVICES**

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

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

3.3 DUE DILIGENCE

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

3.4 REPORTING AND INFORMATION

- 3.4.1 The Consultant shall report to the Employer and KfW on the progress of the Services in accordance with the Special Conditions and/or the Terms of Reference as applicable. Unless otherwise agreed in the Special Conditions and/or the Terms of Reference and, in case of long-term assignments such as construction management, training or operational support, the Consultant shall prepare and deliver to the Employer and KfW quarterly reports, and following the conclusion of the Services a final report covering the entire Completion Period. The reports shall include a comparison of targeted and actual costs of the planned activities; the progress of construction; developments in the time frame; financial developments; and information on any events or circumstances which may jeopardise the fulfilment of any of the Consultant's obligations or the implementation of the Project, and identification of possible solutions.
- 3.4.2 The Consultant shall inform the Employer and KfW promptly of all extraordinary circumstances (including, without limitation, any compliance-relevant circumstances or substantial suspicions) that arise during the performance of the Services and of all matters requiring KfW's approval.
- 3.4.3 The Consultant shall, at its own cost and expense, promptly deliver all records, documents and information requested by the Employer and/or KfW in connection with this Consulting Contract. This obligation shall survive the termination of the Consulting Contract for a period of 24 months.

3.5 STAFFING

- 3.5.1 The Consultant shall employ the staff specified in Annex 5 [*Staffing Schedule*] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of the Employer and KfW.
- 3.5.2 Upon the Employer's request, the Consultant shall terminate the contract of, or release or replace, any staff member who fails to meet the requirements set out in this Consulting Contract or violates Paragraph 1.12 [*Conduct*]. Any such request of the Employer must be submitted in writing to the Consultant and must state the reasons for the requested termination, release or replacement.
- 3.5.3 If anyone of the Consultant's staff becomes unavailable or otherwise inhibited in the performance of its work (including, without limitation, due to sickness), for more than one month, the Consultant shall upon request of the Employer replace this staff member with another staff member. The foregoing shall be without prejudice to any other rights of the Employer under this Consulting Contract, including, without limitation, under Paragraph 4.6 [*Suspension or Termination*].
- 3.5.4 If any staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual with at least equivalent qualifications and experience.
- 3.5.5 Staff shall only be replaced after prior written approval by the Employer, such approval not to be unreasonably withheld. The exchange or replacement of key staff according to the Staffing Schedule (Annex 5) specified by name shall require the prior written approval of KfW.
- 3.5.6 If the Consultant terminates the contract of, or releases or replaces, any staff during the term of this Consulting Contract, any costs thus accrued shall be borne by the Consultant.

3.6 CONTACT PERSON OF THE CONSULTANT

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

**3.7
INDEPENDENCE OF
THE CONSULTANT**

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

4

**Commencement, Completion, Amendment and
Termination of the Services**

**4.1
COMMENCEMENT
AND COMPLETION**

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

**4.2
PENALTIES FOR
DELAY AND
DISSATISFACTORY
SERVICES**

- 4.2.1 If the Consultant culpably fails to perform any of the Services within the respective time agreed for such Services, the Consultant shall, except to the extent that the Special Conditions include a stipulation to the contrary, be obliged to pay to the Employer a penalty in an amount of 0.5% of the contract value for every week of delay, subject to an overall cap of 8% of the contract value. Any claims which the Employer may have as a consequence of such delay (if any) shall be deemed to be settled by such payment. The foregoing shall be without prejudice to the Employer's right of termination pursuant to Paragraph 4.6.2 [*Suspension and Termination*].

- 4.2.2 In the case the Consultant has not provided the Services in accordance with the provisions set out in this Consulting Contract to the satisfaction of the Employer and if this has (i) been notified by the Employer to the Consultant and (ii) not been remedied by the Consultant within 21 days upon receipt of such notification, and provided that the Employer has requested payment of a penalty in accordance with Paragraph 4.2.1 [*Penalties for Delay and Dissatisfactory Services*] above, the Employer and KfW shall be entitled to prohibit the Consultant from mentioning this Project as a reference for future project tenders.

4.3 AMENDED SERVICES

- 4.3.1 Subject to the prior written consent of KfW, the Employer shall be entitled to require at any time an amendment of the Consulting Contract (any amended or additional services or amended deadlines/periods for execution – “Amended Services”).
- 4.3.2 In this case, the Agreed Remuneration and the Completion Period shall be adjusted accordingly by mutual agreement of the Parties. The Consultant shall submit proposals for performance of and remuneration for the Amended Services.
- 4.3.3 The Consultant shall execute the Amended Services if the Employer agrees, in writing, to the remuneration proposal.

4.4 IMPEDIMENT

- 4.4.1 If the performance of the Services is impeded or delayed by the Employer or the Employer’s contractual partners (“impediment”) and such impediment leads to an increase in the costs, the scope or the duration of the Services, the Consultant shall immediately notify the Employer of the circumstances and the possible consequences.
- 4.4.2 If an impediment is caused by the Employer’s wilful misconduct, intent or negligence, the Consultant shall be entitled to reimbursement of the costs incurred by it as a result of such impediment, provided that the Consultant proves the incurrence of these costs to the Employer.

4.5 FORCE MAJEURE

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

to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event continues for more than 180 days, either Party to this Consulting Contract shall be entitled to terminate the Consulting Contract.

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

- (a) a proportionate amount of the Agreed Remuneration for the Services performed up to the occurrence of the Force Majeure; and
- (b) all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services,

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

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

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

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

4.6 SUSPENSION OR TERMINATION

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

- 4.6.2 If the Consultant fails to meet any of its contractual obligations within the agreed time for such obligations, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a reasonable time frame as determined by the Employer which shall be, however, not less than 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Consulting Contract by written notice.
- 4.6.3 The Consultant may terminate this Consulting Contract if any amounts due and payable to it under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt by the Employer of the corresponding invoice, provided that (i) the Consultant has delivered to the Employer a written reminder within 30 days after the initial 60 days deadline has passed and (ii) the Employer has not paid the due amounts within a further grace period of 30 days upon receipt by it of such reminder. Without prejudice to the right to terminate due to Employer's nonpayment the Consultant may suspend the performance of this Contract if and for so long as any amounts due and payable under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt of the Consultant's corresponding invoice by the Employer, provided that the Consultant has submitted a written reminder notice to the Employer after the initial 60 days deadline has passed and the Employer does not pay the due amounts within a further period of 21 days after the reminder notice.
- 4.6.4 In the case of a termination or suspension of the Consulting Contract, the Consultant shall be entitled to demand payment of:
- (a) the due but unpaid proportion of the Agreed Remuneration for the Services performed until the date of termination or suspension; and
 - (b) if the termination or suspension of the Consulting Contract is not caused by a default by the Consultant, all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services, provided, however, that the Consultant must mitigate its loss and deduct any proceeds of such mitigation, which shall include:
 - (i) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project; and
 - (ii) any remuneration that the Consultant could reasonably have earned in consideration for

working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's wilful misconduct or negligence.

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

**4.7
BREACH OF
PARAGRAPH 1.13**

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

4.7.2 The Employer may also terminate this Consulting Contract in writing with immediate effect if the Declaration of Undertaking submitted by the Consultant [in accordance with Paragraph 1.13.3] is untrue or inaccurate in any respect or if the any obligations thereunder have been breached.

**4.8
RIGHTS AND
OBLIGATIONS OF THE
PARTIES IN CASE OF
TERMINATION**

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

5 Remuneration

5.1 FORMS OF REMUNERATION

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

- (a) lump sum services;
- (b) time-based services; or
- (c) a combination of lump sum services and time based services.

5.2 GENERAL PAYMENT TERMS

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

- (a) An advance payment as set forth in the Special Conditions, but not exceeding 20% of the Contract Value shall be due within 30 days following the date of this Consulting Contract upon presentation of an invoice and against presentation of an advance payment guarantee if required in accordance with the Special Conditions.
- (b) Instalments shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The first invoice following the advance payment shall not be issued before the expiry of three months following the Commencement Date.
- (c) The final payment shall be made after the Services have been performed in full and written confirmation has been provided by the Employer to the Consultant and prior written non-objection has been obtained from KfW.
- (d) The remuneration for Special Services are included in the Contract Value. Notwithstanding, the Consultant shall only be entitled to a separate remuneration for Special Services if the Services are amended, the Special Services therefore constitute Amended Services and a separate remuneration for the Special Services has been agreed pursuant to paragraph 4.3. [*Amended Services*].

5.3 PAYMENT CONDITIONS

- (a) In case of a lump sum remuneration, payments to the Consultant shall be made in a pre-determined number of instalments as further specified in the Special Conditions. In case the instalments are to be made dependent on milestones, these will be clearly stipulated in the Special Conditions.
- (b) In case of a time-based remuneration, payments to the Consultant shall be made based on the unit prices set

forth in Annex 8 [*Cost Calculation and Invoicing Table*) as further specified in the Special Conditions. Each invoice shall be accompanied by a list of expenditures based on Annex 8 [*Cost Calculation and Invoicing Table*] stating Contract Value, previous cumulative expenses, current expenses, cumulative expenses and remaining budget. The instalments shall be reduced on a pro-rata basis by (i) the advance payment and (ii) the retention amount as agreed in the Special Conditions.

- (c) The minimum amount for an invoice is EUR 20,000, except for the final payment.
- (d) Other Costs, if any, shall be invoiced together with the agreed instalments. Unless the remuneration for Other Costs is included in the lump sum instalments, the invoices must be accompanied by a list of expenditures based on Annex 8 [*Other Cost Calculation and Invoicing Table*] stating previous cumulative expenses, current expenses and remaining budget as well as the date, price and exchange rate and the Euro equivalent amount, if applicable.

The original documentation evidencing the Other Costs shall be sent to the Employer, unless this Consulting Contract has been entered into pursuant to an agency contract in which case the original documentation shall remain with the Consultant and be delivered to the Employer or (as the case may be) KfW promptly upon request of the Employer.

5.4 LIMITATIONS

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

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

5.5 INVOICING

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

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

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

5.6 PAYMENT DEADLINE

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

5.7 OBJECTION TO INVOICES

Should the Employer object to any invoice of the Consultant (or any aspect or part thereof), the Employer shall notify the Consultant of its intention to withhold payment and shall state the reasons why. If the Employer objects only to a part of an invoice, it shall pay that part of the invoiced amount to which it has not

objected within the period specified in Paragraph 5.6 [*Payment Deadline*].

**5.8
AUDITING**

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

**5.9
PRICE ADJUSTMENTS**

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

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

6 Liability

**6.1
GENERAL LIABILITY
OF THE CONSULTANT**

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

**6.2
LIABILITY FOR SUB-
CONTRACTORS**

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

**6.3
PERIOD OF LIABILITY**

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

**6.4
LIABILITY FOR
CONSEQUENTIAL
DAMAGE**

Liability for consequential damages is excluded.

**6.5
LIABILITY OF THE
EMPLOYER**

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

7

Insurance against Liability and Damages / Guarantees

7.1 INSURANCE AGAINST LIABILITY AND DAMAGES

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

- (a) professional liability insurance;
- (b) personal liability insurance;
- (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Firm and of any Sub-Firms, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

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

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

7.2 GUARANTEES

Not Applicable

8 Disputes and Arbitration Procedure

8.1 AMICABLE SETTLEMENT

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

8.2 MEDIATION

- 8.2.1 If an amicable settlement cannot be reached within a period of 3 months after the written request pursuant to Paragraph 8.1 [*Amicable Settlement*], the Parties shall, insofar as both sides agree, attempt to settle the dispute in accordance with the Special Conditions by way of mediation prior to initiating arbitral proceedings. Notwithstanding, the Parties may agree to begin mediation immediately. Unless the Parties agree otherwise within a period of 14 days, either party may require that the mediator is appointed by the institution named in the Special Conditions.
- 8.2.2 Mediation shall begin no later than 21 days after the mediator has been appointed. The mediation process shall be implemented in accordance with the procedure selected by the appointed mediator.
- 8.2.3 All negotiations and talks held in the course of mediation shall be treated confidentially.
- 8.2.4 If the Parties accept the recommendations of the mediator or agree to settle the dispute another way, the agreement reached shall be recorded in writing and signed by the representatives of the Parties.
- 8.2.5 If the dispute is not settled within 3 months after the mediator has been appointed, the dispute shall be settled by way of the arbitration procedure pursuant to Paragraph 8.3 [*Arbitration Procedure*].

8.3 ARBITRATION PROCEDURE

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

Part II: Special Conditions

Ad Article 1: General Provisions

Ad 1.1: Definitions

“**Completion Period**”: The completion period shall be the period starting on the Commencement Date and ending on [●].

“**Country**”: **India**

“**Project**”: **Consulting Services for Hedging of residual climatic risks for physical damage to the infrastructure that are financed under KfW assisted Tamil Nadu Sustainable Municipal Infrastructure Financing Phase III.**

BMZ no. **BMZ201870179/KFW512679** as further specified in Annex 3.

“**Commencement Date**”: _____.____.2025

Ad 1.4: Communication and Language

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

Notices

Address of the Employer

Postal address **Project Development Grant Fund (PDGF),
#19, T.P Scheme Road,
Raja Annamalai Puram, Chennai – 600 028,
Tamil Nadu.**

Email: pandian.tnuifsl@gmail.com,

Phone:

Fax: **044-2461 3106**

Address of the Consultant

Postal address

Email: [●]

Phone: [●]

Fax:

Tax Residence of the Consultant and all JV Partners

Ad 1.5: Governing law

The law governing this Consulting Contract shall be **India**.

Ad 1.9: Copyright and rights of use

Government of Tamil Nadu and Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL)

Ad 1.15: Payment / Reimbursements

Account details of the Employer's extra account for reimbursements in Local Currency: **INR**

Ad Article 2: The Employer

Ad 2.2: Decisions and cooperation

One week from receipt of Letter of Intent/ Award by the Employer.

Ad 2.4: Taxes

- *The Consultant and its foreign staff are subject to local taxes directly attributable to the Contract and the Employer will be reimburse to the Consultant for these local taxes (Goods & Services Tax - GST) paid by the Consultant*
- *the Consultant and its foreign staff are subject to local taxes (Corporate Tax, profit Tax and Income Tax) directly attributable to the Contract which will be borne by the Consultant and its staff. In such cases offered prices are considered inclusive of these taxes, i.e. these taxes shall be considered to be included in the overhead cost calculation and will not be subject to any separate payment.*

Ad 2.6: Contact person of the Employer

The Employer's contact person shall be

Mr. D. Selva Pandian, Vice President,
#19,T.P Scheme Road,
Raja Annamalai Puram,
Chennai – 600028

Ad Article 3: The Consultant

Ad 3.3: Due diligence

[•]

Ad 3.4: Reporting and information

As per payment schedule

Ad 3.6.1: The Consultant's contact person

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

Contact details [●].

The deputy shall be [●].

Contact details [●].

Ad 3.6.2: The Consultant's contact person for cases of emergency or crisis

The Consultant's contact person for cases of emergency or crisis shall be [●].

Contact details [●].

The deputy shall be [●].

Contact details [●].

Ad Article 5: Remuneration

Ad 5.1: Forms of Remuneration

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

Fees : Rs. /-

GST @ __% : Rs:...../-

Total : Rs:...../-.

In accordance with the Terms of Reference, the Services will be rendered as Lump sum services.

(a) The Contract Value is composed of:

(i) The amounts referred to in Annex 7 as Packages A and/or B up to an aggregate maximum amount of [●] in [INR]

(ii) [if applicable] Other Costs in accordance with Annex 8] up to an aggregate maximum amount of [●] in [INR]

[The Contract Value is exclusive of the remuneration for the following options:

Up to [●] in [INR]

(b) The applicable currency for the Consulting Contract is [INR].

It is agreed that the Employer may make payments in INR.

5.2: Payment Conditions

A) Lump sum services

Payment Schedule in %

Payment Schedule in Amount (Rs.)

S. No	Stage	Payment Schedule in % of the contract agreement value	Rs...+GST
1	Submission of Familiarization with Available documents / Inception stage	10	Rs....
2	Submission of Preparation of Digital Portfolio Map	15	Rs....
3	Submission & approval of Climate risk analysis (CRA) at Project level	25	Rs....
4	Submission & approval of Climate risk analysis (CRA) at Portfolio Level	20	Rs....
	Submission & approval of Preparation Workshop during Task 5 & Preparation of MoM	10	Rs....
5	Submission & approval of Options & Strategies for Hedging the Residual Climate Risk	20	Rs....
Total			Rs....plus GST

B) Other Costs

"Not Applicable"

Ad 5.3: Invoicing

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

Payments may be made to the Consultant directly by PDGF (Employer).

(Payment will be made (in INR) to Lead consultants only if JV)

Payments shall be made to the following account: [Consultant Bank Details]

Account holder: [•]

Bank: [•]

Account number: [•]

Branch [•]

[where applicable:]

IFSC code [•]

IBAN: [•]

BIC: [•]

Ad 5.4: Price adjustment

Not applicable.

Ad 5.5: Payment deadline

The PDGF will make the payment to the Lead consultants (in INR) only (in case of Joint venture / or associations), within 45 days on receipt of invoice after approval of the report stage wise as per ToR / receipt of the letter (acceptance letter) / Minutes of meeting from the review committee/As recommended by TNUIFSL.

Ad Article 6: Liability

Ad 6.3: Period of liability

The Consultant's liability shall terminate one year after the final acceptance of the reports.

Ad Article 7: Insurance

(a) Third Party liability insurance with a minimum coverage of agreement value

(b) Professional liability insurance, with a minimum coverage of agreement value

(c) employer's liability and workers' compensation insurance in respect of the Personnel of the Firm and of any Sub-Firms, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such, health, accident, travel or other insurance as may be appropriate.

Ad Article 8: Disputes and Arbitration Procedure

Ad 8.2: Mediation

The mediator shall be appointed by **Principal Secretary to Government, Municipal Administration and Water Supply Department, Government of Tamil Nadu** and the appointment shall be binding for the Parties¹⁹.

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

Ad 8.3: Arbitration Procedure

The place of arbitration shall be **Chennai**.

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

(Place, date)

(for the Employer)

(for the Consultant)

List of Annexes

[Note: If one or several of the Annexes are not necessary in the respective Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.]

Annex no.	Title
1	Declaration of Undertaking
2	Minutes of Negotiation held on __.__.2025
3	Letter of Intent / Award
4	Terms of Reference plus Tender Documents
5	Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries (in the version valid on the date the bid was submitted)
6	Staffing Schedule
7	Financial proposal / Cost Calculation and Invoicing Table

Declaration of Undertaking

Reference name of the Application/Offer/Contract:

("Contract")²⁰

To:

("Project Executing Agency")

9. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")²¹ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
10. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity*);
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of*

²⁰ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

²¹ The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or

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

1. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
 - 3.1) being an Affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our Affiliates, to carry out works supervision or inspection for this Contract;
2. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
3. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
4. In the context of the Tender Process and performance of the corresponding Contract:
 - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice, or violate the Guidelines during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation ²² (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided

²² In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

5. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
6. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with Applicable Law, but in any case for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with Applicable Law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the Applicable Law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of²³: _____

Signature:

Dated:

²³ In the case of a JV, insert the name of the JV. The person who will sign the application, Bid or Proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

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

.....
(Place)

.....
(Date)

.....
(Name of the consultant)

.....
(Signature(s))

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

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

.....
.....

(Place)

(Date)

(Name of the person)

.....
(Signature)

Annex 2

Minutes of Negotiation held on __.__.2025

Annex 3

Letter of Intent / Award

Annex 4

Terms of Reference plus Tender Documents

Annex 5

Guidelines for the Procurement of Consulting Services in Financial Co-operation with Partner Countries

(in the version valid on the date the bid was submitted)

Annex 6

Staffing Schedule

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

Annex 7

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

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

Cost Calculation and Invoicing in [INR]
Other Costs

Contract Allowance		
	Unit	Provisional Contract Amount INR
10. Uncertain expenses		
10.1. aus 8.		
10.2. aus 9.		
11. Contingencies/other		
11.1. General Contingencies		...
11.2....		...
11.3.		...
Total Other Costs		

Model for invoicing							
Total previous invoices		This invoice (actual quantity and actual amount)				Total to date	Remaining Budget
Cum. Quantity	Cum. Amount INR	Quantity	Amount local currency (if appl.)	Exchange rate (if appl.)	Amount INR	Amount INR	Amount INR
not	applicable						

The Consultant's Financial Bid