International Competitive Bidding

(Single Stage – Two Envelope)

For

Consulting Services for preparation of Detailed Project Reports (DPRs) for providing Underground Sewerage Scheme (UGSS) in Sivakasi Corporation & Thirunindravur Municipality and Revamping and Rehabilitation of existing UGSS in Tiruchendur Municipality & Kumbakonam Corporation

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German Financial Cooperation with India

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

Prequalification

for

Consulting Services for preparation of Detailed Project Reports (DPRs) for providing Underground Sewerage Scheme (UGSS) in Sivakasi Corporation & Thirunindravur Municipality and Revamping and Rehabilitation of existing UGSS in Tiruchendur Municipality & Kumbakonam Corporation

Employer: Project Development Grant Fund (PDGF)

30th October 2026

BMZ No.: 2018 70 179
KfW Procurement No.: 514468

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 Contract[1].

(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 PREQUALIFICATION 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 PREQUALIFICATION 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)

1.1.1 EMPLOYER

The Employer is Project Development Grant Fund (PDGF) for the project - 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 of the Directorate of Municipal Administration (DMA) and representatives from Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL).

1.4.2 APPLICANTS

Joint Venture (JV) is allowed however “may not” participate in more than one Proposal

1.6.1 REQUESTED SERVICES

The Services requested under this assignment is to prepare Detailed Project Reports (DPRs) for providing a UGSS in Sivakasi Corporation, Kumbakonam Corporation, Tiruchendur and Thirunindravur Municipalities by undertaking a technical, financial, climate resilience aspects, economic, environmental and social study with prioritized capital investment plan, conducting field surveys & investigations, detailed designs, drawings, cost estimates, planning and implementation.

2.2.1 DOCUMENTS COMPRISING THE APPLICATION

2.2.1(d)(VI) Project References: Provide the relevant DPR preparation experience in Sewerage sector completed in the last 10 years with a copy of completion certificate from the client with project details.

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:

pandiands@tnuifsl.com, pradeep@tnuifsl.com, and balamurugan@tnuifsl.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 16.12.2026 @ 11:00 Hrs IST

TNUIFSL, TNUIFSL Towers, 3rd Floor, Block H1, 3rd Avenue, Anna Nagar East, Chennai - 600102

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	*Average Turnover* for the last 3 Financial years [2022-23, 2023-24 and 2024-25] should not be less than Rs.4 Cr.*	Must meet req.	Together can meet req.			JV partners (cannot be more than 2 JV partner)

*For Foreign bidders Jan to Dec cycle will be considered.

4.2.2 Responsive Application as per GP 4.2.1 will be evaluated in accordance with the following criteria and scoring system[2].

In case of JV, Both Lead firm + 1 JV firm Technical/Project Experience will be together considered for evaluation. 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) Each DPR assignment in UGSS (collection system) with a copy of project completion certificate – Each assignment 5 points	40
1.1. a) Each DPR assignment in UGSS (collection system) project cost of Rs.250 Cr & above with a copy of project completion certificate – Each assignment 2 points	10
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).	5
1.3 Experience with working-conditions in South India*/Tamil Nadu* This sub-criterion is evaluated on the basis of the project references submitted in accordance with GP 2.2.1(d)(VI).	5

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

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**

Assignments done for any Urban Local Bodies (ULBs)/Boards/Statutory Bodies/Government companies in the last 10 years will be considered for evaluation.

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 (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*

[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 Organisation[5] (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 of[6]: _____

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.

Appendix 1

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

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

.....	.....	.....
(Place)	(Date)	(Name of the consultant)

.....
(Signature(s))

Appendix 1

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

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

.....	.....	.....
(Place)	(Date)	(Name of the person)

.....

(Signature)

Form 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 2022-23 INR In Cr.	For the year 2023-24 INR In Cr.	For the year 2024-25 INR In Cr.	Average INR in Cr.
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 backs-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 mis procurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

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

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

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

2) Social and Environmental Responsibility

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

(a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with Applicable Law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour 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 of Proposals and Definitions

1.1 The Employer named in the **Data Sheet** intends to select a Consultant from those listed in the LOI, in accordance with the method of selection specified in the **Data Sheet**.

1.2 Throughout these Request for Proposal the following definitions apply:

(a) "Affiliate(s)" means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) "Applicable Law" means the laws and any other instruments having the force of law in the Employer's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.

(c) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The terms "Consultant" and "Bidder" are used in this document interchangeably.

(d) "Contract" means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).

(e) "**Data Sheet**" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.

(f) "Day" means a calendar day.

(g) "Employer" means the contracting party that legally concludes the Contract for the Services with the selected Consultant notwithstanding the representation by KfW in case of an agency contract.

(h) "Experts" means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(i) "Government" means the government of the Employer's country.

(j) "Guidelines" means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at 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.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any **Proposal** and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Employer shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 The Consultant shall include a Declaration of Undertaking in the format provided in Form TECH-2 (Section III).

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).

11. Only One Proposal, Sub-Consultants, Key Experts

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 **Proposal**s 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**.

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.

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

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand.

17.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members or shall be signed by the authorized representative according to ITC 4.1 who has a written power of attorney from each member signed by the member's authorized representative and attached to the Technical Proposal.

17.4 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.

17.5 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies and recipients are indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

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

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

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

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

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

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

18. Confidentiality

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

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

19. Opening of Technical Proposals

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

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

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

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

20. Proposals Evaluation

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

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

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

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

21. Evaluation of Technical Proposals

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

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

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	The name of the Employer is Project Development Grant Fund (PDGF). The method of selection is QCBS Quality and cost-based selection method attributing 80 % weight to the Technical Proposal and 20 % to the Financial Proposal
1.2 (b)	INDIA
1.3	The name of the assignment is ***Consulting services for preparation of Detailed Project Reports (DPRs) for providing Underground Sewerage Scheme (UGSS) in Sivakasi Corporation & Thirunindravur Municipality and Revamping and Rehabilitation of existing UGSS in Tiruchendur Municipality & Kumbakonam Corporation***
1.4	A pre-proposal conference will be held on **13.11.2026 at 11:30 Hrs IST** in 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: N/A
6.	*Not Applicable*
B. Preparation of Proposals	
9.1	Proposals shall be accepted in **"*English*"**, which shall be the governing language of the Contract. All correspondence exchange shall be in **"*English*"**.

10.1	The Proposal shall submitted in two envelopes comprise the following documents: Technical Proposal Envelope: 1) Power of Attorney to sign the Proposal. 2) TECH-1 Technical Proposal Submission Form (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 Financial Proposal Envelope: 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 *"may"* participate in more than one Proposal.
12.1	Proposals shall remain valid for 120 days after the Proposal submission deadline.
13.1	The deadline for clarifications by consultants is 15 days prior to the submission date. Clarifications requests (through e-mail) shall be addressed to Mr. D. Selva Pandian, Vice President, TNUIFSL, TNUIFSL Towers, 3rd Floor, Block H1, 3rd Avenue, Anna Nagar East, Chennai - 600102 e-mail to: pandiands@tnuifsl.com, pradeep@tnuifsl.com , balamurugan@tnuifsl.com,
14.1.2	JV is allowed (subject to 1 JV partner)
14.1.4	*"*Not applicable*"*

14.1.5 and 26.1	*"*Not applicable"
16.1	The contract period shall be *5 months*. *"*The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum basis.*"*
16.2	*"*Not applicable"
16.3	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). The Consultant is liable to tax (GST) and their payment to local tax authorities and is remunerated for such expenses by the Employer. 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). 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. 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	

<table>
<tr><td>17.5</td><td>The Consultant shall submit the Proposal as follows:

(a) Pre-Qualification cum 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 Pre-Qualification cum Technical Proposal only shall include a soft copy as unalterable and printable PDF file on Pen drive, marked accordingly.”</td></tr>
<tr><td>17.10</td><td>The deadline for the submission of Proposals shall be <u>16.12.2026 at 11:00 Hrs IST.</u>

The original of the Proposal shall be submitted at the following address,

TNUIFSL, TNUIFSL Towers, 3rd Floor, Block H1, 3rd Avenue, Anna Nagar East, Chennai - 600102</td></tr>
<tr><td>19.1</td><td>The opening of the Proposals will take place on <u>16.12.2026 at 11:30 Hrs IST.</u>

TNUIFSL Towers, 3rd Floor, Block H1, 3rd Avenue, Anna Nagar East, Chennai - 600102</td></tr>
<tr><td>19.2</td><td>The Employer’s evaluation committee is composed of officials of Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL) and Directorate of Municipal Administration (DMA)</td></tr>
<tr><td>21.1</td><td>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>35</td></tr>
<tr><td>1,1</td><td>Clarity and completeness of the tender</td><td>5</td><td></td></tr>
<tr><td>1.2</td><td>Critical analysis of the project objectives and the Terms of Reference (TOR)</td><td>10</td><td></td></tr>
<tr><td>1.3</td><td>Proposed concepts and methods</td><td>15</td><td></td></tr>
<tr><td>1.4</td><td>Approach and Methodology Environmental, Social and Health & Safety (ESHS) measures</td><td>5</td><td></td></tr>
<tr><td>2.</td><td>Qualifications of proposed staff</td><td></td><td>65</td></tr>
<tr><td>2.1</td><td>Team Leader</td><td>15</td><td></td></tr>
</table>
</td></tr>
</table>

2.2	Used Water Expert 1	10	
2.3	Used Water Expert 2	10	
2.4	Hydraulic Modeler 1	5	
2.5	Hydraulic Modeler 2	5	
2.6	Environment Expert*	7.5	
2.7	Social safeguard Expert*	7.5	
2.8	Climate Change Expert	5	
Total (maximum)			100

*Consultant to be noted that S.No. 1,4, 2.6 and 2.7 incorporated under ESHS sub-criteria sums atleast 7.5 marks out of total 10 marks. **Consultants scoring marks less than 75% of ESHS sub criteria shall be rejected.**

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 Employer shall prepare minutes of bid opening.

25.1	The single currency for the conversion of prices expressed in other currencies into a single one shall be *INR*. The official source of the selling (exchange) rate is *www.sbi.co.in*.
26.1	The weights given to the Technical (T) and Financial (F) Proposals are as follows: W_T = *80 %*, and W_F = *20 %* The weighted technical score is calculated as follows: PT = WT * T, with PT = weighted technical score (points) of a technical Proposal, T = technical score (points) as per technical evaluation, WT = weight of the technical Proposal (in percent) The weighted financial score is calculated as follows PF = WF * Co/C, with PF = financial score (points) of a financial Proposal, C = evaluated price of the financial Proposal, Co = lowest evaluated price of all financial Proposals. WF = weight of the financial Proposal (in percent) and the overall score is calculated as: P = PF + PT.
	D. Negotiations and Award
31.1.	"Not applicable".
31.3.	The expected commencement date of the assignment is January 2027 at Tamil Nadu, India

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:____2026]

To:

Project Development Grant Fund (PDGF),
TNUIFSL Towers, 3rd Floor,
Block H1, 3rd Avenue,
Anna Nagar East,
Chennai – 600102

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 Organisation[12] (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

[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.

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 of[13]: _____

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	*[e.g., Task #1: Report A*												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	6) delivery of final report to Employer]												
T-2	*[e.g., Task #2:.....]*												

n													

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

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

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

FORM TECH-6 (INDICATIVE FORMAT)

PERSONNEL SCHEDULE (BAR CHART)

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

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

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

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

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

▨ Full time input Part time input

FORM TECH-6

(CONTINUED)

CURRICULUM VITAE (CV)

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

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

_____

_____

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

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

Membership in Professional Associations and Publications: _____

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

_____

Adequacy for the Assignment:

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

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),
TNUIFSL Towers, 3rd Floor,
Block H1, 3rd Avenue,
Anna Nagar East,
Chennai – 600102

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN

Model for Financial Proposal – Overall Cost Breakdown

Basic Services

	Sum in INR
Total Package A - Lump sum services w/o options	
[* "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.]

Apart from Manpower cost (Key and Non-Key Expert), Consultant to submit cost for conducting energy audit for electromechanical equipment (240 units. Given in enclosure -1 to ToR) separately, any deviations in the actual figure will be adjusted accordingly on prorate basis.

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	
If 8./9. Equipment / Miscellaneous items are part of the lump sum service price add relevant column(s)	
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				
If 8./9. Equipment / Miscellaneous items are part of lump sum service price add relevant column(s)				
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 *[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]*					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	**Calcula-tion 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

4. 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.

5. 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.

6. 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

3) 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.

4) 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 Organisation[14] (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

Terms of Reference for Preparation of Detailed Project Reports (DPRs) for providing Underground Sewerage Scheme (UGSS) in Sivakasi Corporation & Thirunindravur Municipalities and Revamping and Rehabilitation of existing UGSS in Tiruchendur && Kumbakonam Corporation

1. Background:

Sivakasi Corporation and Thirunindravur Municipality: The Government of Tamil Nadu (GoTN) has taken up various initiatives to provide infrastructure facilities to Urban Local Bodies (ULBs). Sivakasi Corporation and Thirunindravur Municipality do not have an organized Underground Sewerage System (UGSS), and hence, the wastewater generated from households is discharged into open drains, which ultimately finds its way into nearby nallahs and waterbodies, causing environmental pollution. In this regard, the Directorate of Municipal Administration (DMA) has requested TNUIFSL to appoint a consultant for the preparation of a Detailed Project Report (DPR) for providing UGSS to the entire area of these two ULBs, ensuring 100% coverage.

Tiruchendur Municipality has an existing UGSS, comprising 2,654 house service connections and a total sewer network length of 18.50 km, including 676 manholes. The existing system consists of 2 pumping stations and 1 lifting station. The Sewage Treatment Plant (STP) has a capacity of 3.90 MLD and the present sewage inflow is 1.90 MLD. The existing UGSS has major operational and infrastructure-related issues. Therefore, DMA has requested TNUIFSL to prepare a DPR for the complete revamping and rehabilitation of the existing UGSS in the areas presently covered, along with extending UGSS coverage to the added and leftover areas, with the objective of achieving comprehensive sewerage coverage for the municipality.

Kumbakonam Corporation: The existing UGSS infrastructure including old sewer pipelines, pumping stations and pumping machinery requires strengthening and rehabilitation to improve sewage conveyance and disposal. Improvement of the sewerage infrastructure is considered important considering the expected increase in floating population during the 2028 Mahamaham festival. Accordingly, TNUIFSL is requested to facilitate the engagement of a suitable Consultant for preparation of the DPR, as requested by Kumbakonam Corporation.

2. Objectives:

2.1 To study, analyze, design and prepare Detailed Project Report (DPR) for providing a UGSS in Sivakasi Corporation, Kumbakonam Corporation, Tiruchendur and Thirunindravur Municipalities by undertaking a technical, financial, climate resilience aspects, economic, environmental and social study with prioritized capital investment plan, conducting field surveys & investigations, detailed designs, drawings, cost estimates, planning and implementation.

2.2 To study and prepare a Feasibility Report and bid document for utilizing the treated sewage to nearby industries or for other use with block cost estimates.

2.3 To prepare tenderable Bid Documents in adequate packages as per client requirement.

3. Scope of Work

The scope of work includes but not limited to the following:

3.1 The scope of work covers the entire ULB area and all the pockets like Tamil Nadu Housing Board/Tamil Nadu Urban Habitat Development areas and others located inside the respective ULBs.

3.2 To assess the present Population and Population growth pattern condition, density pattern as per ULB Planning, analyzing by various methods and finalize the Design Population.

3.3 Greenfield Areas (Sivakasi & Thirunindravur, UGSS left over areas of Tiruchendur): The design horizon shall be 30 years, in accordance with CPHEEO guidelines. This was not explicitly mentioned earlier, as it is covered under the applicable CPHEEO guidelines.

3.4 Retrofitting Areas (e.g., Kumbakonam & Tiruchendur sewered areas): The Consultant shall assess the adequacy and residual service life of the existing sewer network and submit proposals identifying the pipes that can be retained for the next 10 years, 15 years, or other appropriate periods, based on their condition and hydraulic capacity. The proposals shall also identify the pipes requiring replacement or new pipes to be provided, taking into account the design adequacy, projected sewage flows, and the applicable design horizon.

3.5 To Estimate the projected population for base year, intermediate and ultimate years, fixing the expected year of commissioning as the base year based on census data and collection of all available current data and other aspects influencing the population growth.

3.6 To analyze the quantum of sewage generation including industrial sewage and their characteristics based on water supply schemes presently being implemented/proposed to be implemented in the study area, existing water sources for supply of water.

3.7 To evaluate the present status of sewage generation, storage and disposal practices in the prevailing UGSS which also covers existing public conveniences available in the project area and its disposal mechanism.

3.8 To collect the data required for the design and DPR preparation in all aspects.

3.9 To Prepare the Design principles / norms and analysis the Design Constraints and finalize the design criteria in conformity with CPHEEO and other national and where applicable international standards for providing sewerage scheme in the project area.

3.10 To carry out necessary field surveys but not limited to such as Topographical survey, Willingness to pay survey, Geo-technical Survey for soil classification including ground water depth and for SBC value, Soil trial pit for utility identification, Land suitability study for the proposed project components.

3.11 Consultant to study the entire project area including upstream stretches and identify the number of sewage outfalls, if any, geotagging and mapping the same, identifying its

source, assessing its volume and quality and providing suitable nature-based solution/other alternatives based on its feasibility.

3.12 To carry out sewage sample analysis of minimum 10 Nos per ULB / as applicable as per Project area location based.

3.13 To prepare the various optional study and conclude optimized design option as suitable to the Project area – by means of Techno-commercial study.

3.14 The consultant to explore the different options of routing the pumping main and trunk sewers by reducing social impact also explore the possible routing it through the roads owned by the ULB.

3.15 Materials and Options: The consultant shall compare and contrast with different materials required for the implementation of the project based on the specifications and cost. (For eg use of HDPE Vs. UPVC pipes, GRP, DWC pipes Vs SW pipes etc., Cast in situ vs Precast / PE for Manholes, etc.,)

3.16 To finalize best fit of Material of construction (MOC) and Pipe Materials for the various Project components of proposed Sewerage system such as HSC, Collection network, Pumping station, Pumping Main, Treatment Plant, disposal, etc., as per TWAD Board pipe policy.

3.17 To collect the appropriate schedule of rates, carrying out necessary rate analysis and market rates as applicable for the Project cost estimation.

3.18 To prepare the appropriate Sewer Catchment Zones based on contours, Critical Crossings, natural available Ground profile, considering train conditions and hierarchy of the sewerage system and their locations for designing the most effective and efficient system.

3.19 Fix the peak factor based on zoning population and as per CPHEEO guidelines and estimate the residential, commercial and institutional connections for the proposed system.

3.20 Identify sites for sewage lift stations / pumping stations in the project area (in consultation with revenue authorities / ULB /other Government Departments) depending on the techno economic consideration and prepare land plan schedules locating Sewage Treatment Plants (STP) – if required, Sewage Pumping Stations (SPS) and Lift Stations (LS) with Survey numbers so as to facilitate land acquisition /land alienation. Available alternate sites should also be identified for STP/SPS/LS and details to be furnished in the report. Water bodies & OSR lands should never be considered for proposals. The guidelines of TNPCB, CPHEEO, and ESMF shall be considered in identifying the sites.

3.21 Project Designs and Drawings: Designing the sewer collection system based on the geo technical investigations to ascertain the maximum depth of cutting possible to lay the sewers and constructing the manholes, lift stations, Pumping Stations, pumping mains, necessary treatment facilities and disposal methods including identifying the extent of coverage of poorer segments of the population depending upon location, kind of habitation (e.g. slum areas) and type of coverage (individual households). The Collection

system shall be designed by exploring different technological options and possible restricting the depth of cutting as per Train and as recommended by the Authority. The policy decisions adopted by respective ULBs with regard to depth of manhole and the material of construction should be adopted. The design period of sewerage components shall be adopted as per CPHEEO norms. Project designs shall include necessary designs, drawings for all the civil, mechanical and electrical components of the project. The STPs shall be designed in modules. Necessary area allocation and provisions in common units shall be made for future expansion. Design shall make provisions to facilitate clear, continuous &integrated access to all units and mechanical removal of screenings from Pumping stations & STP.

3.22 The project drawings shall include general arrangement drawings and detailed drawings for the collection system, specifications for the manholes, pumping and lift stations, pumping and gravity mains till final disposal to the existing / proposed STP and disposal of treated effluent. The detailed Hydraulic and structural design and drawings for all the components in the Pumping station / Collection system (Collection well, Screen well, Suction well, Pump house, Valve chamber, Diaphragm chamber, Grit pit etc.) with all reinforcement details to be provided. In addition to design drawings, prepare good for construction drawings. The drawings for Mechanical and Electrical Installations shall also to be prepared. If changes are required in design, estimate & drawings required by any funding agencies, the same should also be carried out by the consultant.

3.23 Utilities Mapping: Estimate the underground utilities including water supply lines, OFC cables, etc., as well as above ground obstructions such as HT lines, hoardings etc which will affect the project works.

3.24 The consultant to identify the difficult stretches to work with, such as poor foundations, high water tables, narrow areas, high traffic zones, densely populated areas, high rock zones, flood prone areas, corrosive soils etc.,

3.25 The consultant to explore the different options of routing the pumping main and trunk sewers by reducing social impact also explore the possible routing it through the roads owned by the ULB.

3.26 Analyze various Sewage Treatment Technologies with respect to area, cost, etc., and effluent characters complying with CPCB/TNPCB and the latest CPHEEO norms and suggest suitable technology. Possibility of reuse of treated effluent may be studied. The consultant shall suggest suitable disposal point for treating sewage in the existing STPs of the respective ULB depending upon their proximity (or) the consultant shall check the existing STP capacity with the proposed sewage flow from the study area. In the case of capacity of STP not sufficient in any of the ULB, the consultant identify suitable location for a new STP and the scope of preparation of design and estimate for new STP falls in the scope of the consultants.

3.27 Design of Sewage Treatment Plant with the details of process flow diagram as Suitable to the ULB. STP Layout plan with details of land identification requirements, HFD as needed with block cost estimation including CAPEX & OPEX.

3.28 Based on the requirements of the market survey and willingness, Feasibility of providing Decentralized plants or Centralized Plant of adequate capacity shall be explored along with cost-benefit analysis and as per best fit of ULB.

3.29 Telemetry and SCADA arrangement shall be proposed for operation of the STP, Sewage pumping station in addition to that the SCADA system shall address control and monitoring the Quality, Quantity, Levels and Pressure.

3.30 All electrical installations and necessary drawings relating to STP, Pumping Stations and Lift Stations shall be prepared with electrical & Instrumentation designs including estimation of the load for obtaining TANGEDCO service connection.

3.31 Estimation of Quantity and Costs: Prepare project cost estimate including capital, O&M Costs based on the above and prepare financial analysis and economic analysis including internal rate of return/economic rate of return of the project. Justify the assumptions made by illustrations, which are executable. The cost estimate shall be based on the current schedule of rates. The estimate shall include road restoration charges and internal plumbing into the premises of assesses wherever necessary. There shall not be any lump sum provision in the estimate, also not for the ESMP measures. For items not covered in the schedule of rates market rates shall be adopted with evidence of three quotes received from reputed firms or suppliers. BoQ has to be detailed and comprehensive to cover all aspects, including safety, worker facilities and all other single items as per ESMP, etc., as part of DPR/Bid Doc preparation. Cost evaluation should also cover compensation costs for potential resettlement measures/income loss compensation payments (temporary and/or permanent).

3.32 Other provisions to be considered in BoQ/Bid Docs/ Estimate Provisions: Critical costs such as shifting of underground utilities, working in unsafe -unhygienic -narrow areas, highly populated and high traffic areas and high rock and highwater table areas. Provision for trenchless technology has to be provided wherever required. Rates for material of construction should be specified for pipes, pumps and valves. Provision of finance charges, insurance charges, laborcess, third party inspection charges, employer's office, transport, etc. and provision for statutory taxes and duties & GST; provisions for safety planning, ESMP, appropriate costs towards, vehicles, staff, laboratory equipment and tests etc., for the employer; should also be included. Price contingencies have to be linked to implementation time frame and expected escalation. For the purpose of price adjustment, Price index for the various components involved in the estimate has to be calculated and incorporated in the Bid Document.

3.33 Estimation of the sewer connection charges and monthly tariff to be collected from the residents along with the annual indexation for connection charges and taxes based on various scenarios. These details will provide a basis for arriving at the tariff at later date for the ULB.

3.34 Consultant to Prepare Climate Resilient Plan,

3.35 Consultant to prepare Environmental and Social Impact Assessment Report and related E&S management plans as Environmental and Social Management Plan (ESMP), Plan,

Stakeholder Engagement Plan (SEP), Land Acquisition and Compensation Plan (LACP) and additional specific plans as applicable including costing, as per the Annexure II to ToR

3.36 Financial Models: Prepare financial models for the estimated project cost by analyzing minimum five years financials of each of the ULBs and prepare FoPs. Four financial models to be prepared one with the assumption of implementing the project by State Govt & Central Government grants, loans through Externally Assisted Project. The Consultant shall also arrive at the user charges by adopting different pricing options. Any changes if required by any funding agencies should also to be carried out by the consultant.

3.37 Economic Analysis: Carryout economic analysis for the project.

3.38 The consultant shall submit the Final Report consisting of Conceptual drawings, Architectural drawings, Engineering Drawings, Detailed designs / drawings, Good for Construction Drawings, working drawings with Structural, Electrical, Mechanical, Plumbing, etc., as required) along with Final BOQ's, Bid Documents, Operations and Maintenance plan etc.,

3.39 The consultant shall adhere to the Sector Wise SLIP Template for Sewerage / AMRUT Guidelines for the preparation of DPR. The compliance report for adherence shall be submitted.

3.40 Implementation Plan: Prepare detailed implementation plan for the project, including the list of the clearances required and procedures to be followed, related cost estimates, such as NH/SH/Canal/ Railways Crossings, Tree Cutting etc. Provide estimates for hiring of PMC for the project implementation with other required costs.

3.41 Prepare Quality Assurance Plan, Safety Plan, and Environmental Management Plan along with manpower requirement for their implementation and cost.

3.42 Prepare O&M and Maintenance Management Plan and implementation plan and assess the manpower requirements including costs and budget estimates. This should necessarily include mechanisms for cleaning the sewers, safety and PPE for personnel in the O&M of the Collection system.

3.43 Packaging and Bid Documents: The consultant shall prepare package wise bid documents including required drawings, BoQs. The Bid documents shall be prepared as per the Tamil Nadu Transparency in Tender's Act 1998 and Rules 2000 as well as per the World Bank and ADB procurement or as required by the norms of funding agency for availing funds. While preparation of civil work bid documents, irrespective of contract duration, all works bid docs to have escalation clauses. The consultant shall formulate the packages combining the areas in consultation with the respective ULBs.

3.44 Stakeholder Consultations: The consultant has to conduct separate stakeholder consultations at their own cost and prepare a dissemination report and disclosure report. The final approved Environmental and Social Impact Assessment Report,

Environmental Management and Social Management Plan and Land Acquisition and Compensation Plansto be furnished to the respective ULBs.

3.45 Draw up project budget with monthly targets; furnish network analysis such as CPM, PERT for purposes of effective project monitoring and regular reports.

3.46 Prepare the project implementation schedule for execution including Investment Planning, alternatives for investment, phasing of plant capacity based on commissioning of the UGSS relating to time frame and availability of funds.

3.47 Prepare procurement plan, Packaging and implementation time schedules.

3.48 Prepare effective Resource allocation plan for Cash flow, human resources, machinery & equipment and materials.

3.49 Recommend organizational set up for operation and maintenance of the system. Identify requirements of staff along with costs including for implementing ESMP in O&M stage in consultation with the respective ULB.

3.50 All permissions from the pollution control Board (PCB), MOEF, CRZ, PWD etc., to be listed out with procedures, fees etc.,

3.51 The administrative boundary for each area shall be demarcated by the consultants in consultation with respective ULBs and indicated in the drawing.

3.52 Whenever power point presentation or otherwise are sought for, the consultants shall make themselves available to various concerned committees.

3.53 The Feasibility Report for reuse of secondary treated water shall also include block cost estimates, drawings, alignment surveys based on secondary data considering environmental, social and climate resilience aspects etc, demand assessment based on primary surveys with potential buyers, mode of implementation, conducting meetings with stakeholders, etc., on as required basis.

3.54 The consultant to assist the ULB in getting the Administrative and Technical sanction from the authorities.

3.55 Dissemination and Capacity Building – The consultant to conduct the one-day Capacity Building training on the dissemination of the project and submit the dissemination report.

3.56 Assess the manpower requirements of the Municipality / Corporation for effective operation and maintenance of the UGSS, including sewer networks, pumping stations and STPs.

3.57 Identify staffing gaps and recommend an appropriate organizational structure with clearly defined roles and responsibilities.

3.58 Develop a capacity-building plan covering technical training, asset management, monitoring, and performance-based O&M.

3.59 The DPR shall include GIS-based mapping of the existing and proposed sewer network, including sewers, manholes, pumping stations, STPs and house service connections. The

GIS database shall capture asset attributes, condition, connectivity and hydraulic details, integrated with the sewer network model. The Consultant shall develop a GIS-based asset management system to support operation, maintenance, monitoring and future planning.

3.60 The DPR shall assess the feasibility of implementing the STP under the Design-Build-Operate (DBO) model, covering design, construction, commissioning, and long-term operation and maintenance. It shall define performance standards, treated sewage quality requirements, energy efficiency, sludge management, KPIs, payment mechanisms, and risk allocation. The Consultant shall prepare the DBO tender documents, including technical specifications, performance-based obligations, and O&M requirements.

3.61 The DPR shall include a comprehensive sludge management plan specifying applicable standards for sludge treatment, handling, storage, transportation and disposal. It shall assess feasible sludge reuse options, including composting, co-processing and other beneficial uses, along with safe and compliant disposal alternatives, considering environmental requirements, costs and operational feasibility.

3.62 Wastewater quality parameters to be analysed as part of the DPR, is to be done in accordance with applicable CPHEEO guidelines and CPCB standards. The analysis shall cover relevant physical, chemical and biological parameters, including pH, BOD, COD, TSS, TDS, ammonia, total nitrogen, total phosphorus, faecal coliform and other parameters as required to establish the characteristics of raw sewage and determine appropriate treatment processes and treated effluent quality requirements.

3.63 The Consultant shall conduct separate stakeholder consultations with potential end-users of treated wastewater and treated sludge, including industries, agriculture, landscaping, and other suitable users, to assess demand, quality requirements, reuse potential, and commercial viability. The findings shall be incorporated into the DPR with recommendations for reuse and sustainable sludge management options.

3.64 The Consultant shall undertake hydraulic modelling and simulation of the UGSS collection network using internationally accepted software to assess the existing system and the proposed network under projected flows at the design horizon. The analysis shall verify compliance with applicable CPHEEO guidelines, including self-cleansing velocity, minimum and maximum flow velocities, pipe slopes, and hydraulic capacity, and identify network deficiencies and necessary improvements.

4. Primary Surveys and Assessments:

Reconnaissance Survey: The consultant shall carryout reconnaissance survey of the study area and project specific facilities.

Detailed Topographic Survey: Detailed topographic survey shall be conducted covering the entire road width of all the streets in the project area from property boundaries on either side including all the visible surface assets and utilities capturing precise Latitude, Longitude and Height (X,Y and Z values with respect to mean sea level), Street wise number of existing

Properties (Domestic, Commercial, Industrial) and number of open property lands available to be counted and present as a part of topographical survey and preparation of road plan with levels along the roads/streets at suitable intervals (at every 30 m) and at junctions of roads, locations such as change in gradients, road turnings, zoning areas and at selection of site for sewage pumping stations, STP in due consultation with the officials of ULB and prepare necessary base map, asset map and contour map. The Carriage way and RoW to be captured. Existing utility network along with its appurtenances to be captured based on the secondary data received from ULB. At least 5 % of the survey work to be verified and certified by concerned Area/ Depot Engineers after necessary field verification. All the PBMs and TBMs to be verified. Geotagged photos of all the assets mapped to be captured and furnished in the reports.

Geotechnical Survey: Geotechnical Investigations tests as per relevant I.S / IRCStandards have to be done by consultants to arrive at design parameter for theformation and safe bearing capacity to determine the SPT-N values at depth specified in the relevant IS codes, soil samples taken from bore holes should beusually classified, index properties should be determined and presented in along with the final report. These boreholes should be normally taken to a depth of 3m below the depth where the `N' value of soil is greater than 100 (toaccount for any drastic fall in `N' value below this stratum). Geotechnical Investigation has to be carryout at least one in each of the sites proposed for construction of STP, Sewage pumping stations, lift stations, pipe carrying bridge etc. The quantum of hard rock, softdisintegrated rocks, etc., should be quantified based on the geotechnical investigations conducted both on the pipeline alignments and at the civil structures proposed, suitably in the estimates. The consultants have to conduct additional Geotechnical investigations as per required standards as mentioned above and whereas suggested by the review committee, stakeholders and client(if required). There will not be any additional cost for the same.

Soil investigations (trial pits / borehole) shall be conducted based on the designrequirement for the depths for entire pipeline alignments (collection system and pumping main including disposalalignment, if any) at every 1000m to determine soil classification, water table and type of Machine hole, bedding requirements for the pipelines, estimating the quantum of rock cutting etc. Necessary certification shall be obtained fromthe ULB.

Baseline Environmental and Social Survey: The consultant shall carryout necessary surveys to assess the baseline of various environmental parameters (surface &ground water, air, noise, etc.). Necessary surveys to identify the environmental,social & cultural conditions and any sensitivities near the project sites and alignment, including presence of any residential structures, public structures like childcare, hospitals, temples, monuments etc., any potentially affected people like street vendors, shop owners etc., protected areas or areas with high level of biodiversity (reserved forests, protected eco-sensitive areas etc.)/, impact on trees, terrestrial and (if applicable) aquatic flora and fauna etc are to be carried out.

Willingness to Pay Survey: Carryout willingness to pay survey using contingent valuation method and assess the willingness of the households. Thesample should be 10 % of the proposed HSCs.

5. Data inputs from Client

All available data, reports pertaining to the assignments shall be provided to theconsultants.

6. Outputs and Related Payment Schedule

The timeline for completion of the assignment is 7 months with two independent teams under one Team Leader for the 4 towns

S. No	Deliverables	CumulativeDays from LoA	Payment %
1.	Inception Report - basic details of the projects with methodology, work plan, existing situation analysis of the project area, Population Projection, Demand calculation, Draft Scoping Report Component wise Design Norms and way forward including field investigations & surveys planned.	30	15
2.	Interim Report - concepts with various options, broad cost estimates, Environmental and social InitialScreening and Categorization report, Final Scoping Report, ESIA workplan, outcome of Field surveys / Investigations Conducted.	90	30
3.	Draft Final Report and Draft BidDocument - Draft Detailed design, Climate, Environmental and Social Impact Assessment and associated Plans, as ESMP, Resettlement Land Acquisition and Compensation Plan and others as applicable; including SCADA Reports. Package wise draft bid documents.	150	30
4.	Stakeholder Consultations and Dissemination Report (Parallel Activity)	180	5
5.	Final DPR and Final bid documents - Final Detailed design, Environmental andSocial Impact Assessment Reports and associated Management Plans as ESMP, RAP/LRP and others if applicable, respective E&S requirements duly incorporated in final bid documents; duly incorporating the comments andsuggestions in the Draft DPR. Package Wise final bid documents. And Final Feasibility Report for reuse and SCADA.	210	20
	Total	210	**100**

7. Team Composition & Qualification Requirements for the Key Professional

S. No	Key Professional	Person Months	Experience
1.	Team Leader	5	A graduate in Civil Engineering with post graduation in Environmental / PublicHealth / Hydrology / Hydraulics Engineering with about 15 years of experience in design of UGSS projects for Urban Local Bodies.
2.	Used Water Expert 1	5	A graduate in Civil Engineering with post graduation in Environmental / PublicHealth / Hydrology / Hydraulics / Water Resources Engineering with about 10 years of experience in design of and UGSS projects for Urban Local Bodies.
3.	Used Water Expert 2	5	A graduate in Civil Engineering with post graduation in Environmental / PublicHealth / Hydrology / Hydraulics / Water Resources Engineering with about 10 years of experience in design of and UGSS projects for Urban Local Bodies.
4	Hydraulic Modeler 1	4	A graduate in Civil Engineering with post graduation in Environmental / PublicHealth / Hydrology / Hydraulics / Water Resources Engineering with about 7 years of experience in design of UGSS projects for Urban Local Bodies.
5.	Hydraulic Modeler 2	4	A graduate in Civil Engineering with post graduation in Environmental / PublicHealth / Hydrology / Hydraulics / Water Resources Engineering with about 7 years of experience in design of UGSS projects for Urban Local Bodies.
6.	STP Expert	3	A graduate in Environmental/Civil Engineering and a minimum of 10 years of experience in the planning, design, construction, commissioning, and operation and maintenance of sewage treatment plants, preferably under DBO/PPP contracts. The expert shall have experience in treatment technology selection, performance assessment, sludge management, and compliance with applicable CPCB standards and CPHEEO guidelines.
7.	Environmental Safeguard Specialist	4	A Postgraduate in Environmental Science / Environmental Management / Environmental Engineering with minimum 8 years of experience in preparation of Environmental Impact Assessment studies/ Environmental baseline surveys/ ESIA reports & Environmental Management Plan/Environmental Monitoring Plan for urban infrastructure projects in compliance with international environmental Standards as per KfW/World Bank/ADB guidelines and standards (at least 4 similar urban infrastructure projects).and experience in Climate Change Adaptation and mitigation measures.

S. No	Key Professional	Person Months	Experience
8.	Social cum Resettlement / Livelihood Safeguard Specialist	4	A Postgraduate in Sociology/Social Work/Development Studies / with minimum 8 years of experience in preparation of Social Impact Assessment & Social Management Plan/Resettlement Action/ Livelihood RestorationPlan for urban infrastructure projects in compliance with international environmental Standards as per KfW/World Bank/ADB guidelines and standards (at least 4similar urban infrastructure projects)..
9.	Climate ChangeExpert	3	Any postgraduate with minimum 10 years of experience in climate change impact assessment studies / city level climate action plan studies/climate change modeling / planning, managing and implementing climate change adaptation and resilience strategies etc.
	Total	**34**	

a) Copy of the degree certificate / educational qualifications has to be enclosed with the C.V of Key Professionals.

b) The above team should be supported by adequate support staff in conducting field surveys, field investigations and experts in the fields of Geotechnical, Structural design, Electro-Mechanical, Quantity Estimation, SCADA, instrumentation and control, financial, procurement, geotechnical, hydrogeological, CAD, GIS specialist etc. and other experts / specialists with adequate experience to ensure that the objectives of the project are achieved within the timelines.

c) The proposed team leader shall be assigned full-time for this project and shall not be associated with any other full-time ongoing assignment with any other client.

d) The Consultant shall make necessary presentations to clients and to various departments as required during various stages of the assignment.

e) Consultants shall submit periodical monthly reports in detail to the clients and shall attend periodical reviews to be conducted by the clients with various departments of the government.

8. Review Committee (Tentative)

Consultants to submit 5 copies of each stage of the report and 7 copies for Final DPR. The Reports submitted by the consultants shall be reviewed and approved by the review committee Representative from DMA

a) Representative from Tiruchendur Municipality
b) Representative from Thirunindravur Municipality
c) Representative from Sivakasi Corporation,
d) Representative from Kumbakonam Corporation
e) Representative from TNUIFSL
f) Representative from TUFIDCO

g) Representative from TWAD Board
h) Other experts as required by DMA

The review committee will review the progress of the work. The decision / suggestion carried out will be reviewed in the next meeting. The comments or views on the various reports shall be given to the consultant within 15 days of submission. The various reports submitted by consultants may be reviewed bythe Funding Agency, and the comments and suggestions have to be incorporated by the consultants accordingly

9. Salient Details of the Four Project Town

a.Kumbakonam

1. First UGSS Scheme (1967): The first Underground Sewerage System (UGSS) scheme was formulated in 1967, with the entire town covering an area of 12.58 sq. km divided into six blocks. The scheme was initially implemented in Block V, covering parts of Wards 7, 8, 9, 10 and 11, over an area of 1.94 sq. km. The infrastructure comprised 680 manholes and one pumping station at Banadurai. The system has been in operation since 1967.

2. Second UGSS Scheme under NRCP (2000–01): The second UGSS scheme was sanctioned under the National River Conservation Plan (NRCP) for ₹46.00 crore vide G.O. Ms. No. 726, MAWS Department, dated 31.12.2000. The revised estimate of ₹50.60 crore was approved vide NRCD Letter No. 139020/9/2000/NRCD-II, dated 12.02.2001. Under this scheme, the existing UGSS infrastructure was rejuvenated, and the following facilities were provided:

- Disposal lines: 125.70 km
- Pumping mains: 25 km
- Manholes: 5,539 Nos.
- Sewage Treatment Plant (STP): 17 MLD capacity, based on Activated Sludge Process (ASP) technology, at Theperumanallur.

Against the 17,058 House Service Connections (HSCs) envisaged in the original estimate, 19,823 HSCs have been provided to date.

3. UGSS Scheme for Left-Out Areas under AMRUT (2016–17): Under AMRUT 2016–17, a UGSS scheme was sanctioned to cover the left-out areas of the town at an estimated cost of ₹59.84 crore. Revised administrative sanction was accorded vide G.O. (Ms.) No. 120, MA&WS (MA-3(2)) Department, dated 09.11.2020. The key infrastructure components under this scheme include:

- Collection system: 35.777 km
- Manholes: 1,457 Nos.
- Pumping mains: 4.18 km
- Lifting stations: 7 Nos.
- House Service Connections (HSCs): 4,946 Nos.
- Refurbishment of the existing STP: Completed.

At present, the town generates approximately 13 MLD of sewage daily, against the installed STP capacity of 17 MLD.

Population 2011	140113
Area	14.18 Sq.km
Total Road Length	166 km (10 km Highways)
Total No. of Households	36105
Total network of UGS collection system	146.09 km

Pumping station details	10 (7 Nos. of P S, 3 nos. of L S)
STP Capacity & Technology	17 MLD Capacity & ASP
No. of Households covered with sewerage services	Existing – 19823 Amrut – 4946
	Total – 24769

b.Sivakasi

There is no underground drainage system in Sivakasi

Population 2011	126402
Area	19.89 Sq,km
Total Road Length	77 km

c.Thirunindravur

There is no underground drainage system in Sivakasi

Population 2011	37095
Area	11.00 Sq.km
Total Road Length	113 km

d.Thiruchendur

Tiruchendur covers 24.00 sq.km with 27 wards and a population of 32,171 (2011 Census). The Detailed Project Report (DPR) for the Under Ground Sewerage Scheme (UGSS) was prepared and the scheme was subsequently constructed in the year 2015 at a total project cost (Technical Sanction) of INR 14.48 Crores. The sewerage network has 18.50 km of sewer lines and 676 manholes, serving 2,654 household connections against 4170 envisaged in the DPR. The town operates a single STP of 3.90 MLD capacity, with an average sewage inflow of 1.90 MLD.

Population 2011	32171
Area	24.00 Sq.km

Total Road Length	45.56 km
Total network of UGS collection system	18.50 lm
Pumping Main	5.57 km
STP Capacity & Technology	3.90 MLD, ASP
No. of Households covered with sewerage services	2654

Section VIII. Terms of Reference Environmental, Climate change and Social Impact Assessment

Relevant Standards and Legal Requirements

To ensure that potentially negative environmental and social risks and impacts stemming from Project activities are minimized, and in order to strive to enhance benefits for local communities in the Project area, the Assignment will be conducted in accordance with the following **Relevant Standards** and Guidelines

- Indian laws and regulations;
- International Law including conventions and treaties adopted by India and applicability to the Project;
- ECSMF for SMIF / PDGF ;
- Sustainability Guidelines of the KfW Development Bank[15] and therewith:
  - World Bank Environmental and Social Standards[16];
  - Environmental, Health and Safety (EHS) Guidelines of the World Bank Group, including:
    - The General EHS Guidelines[17] ,
    - The EHS Guideline for Water and Sanitation[18] and
    - Other Industry Specific EHS Guidelines, as applicable
  - The Fundamental Conventions of the International Labor Organization (ILO

KfW Development Bank endorsed the "Principles for Digital Development"19, particularly the principle to "Address Privacy & Security"20", which will be followed throughout the ESIA process.

As part of the assignment, the specific applicability of the requirements under each of these Legal Requirements, Standards and Guidelines needs to be evaluated and scoped out as appropriate, including the relevance and rationale and then referred to as "Relevant Standards"

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

16 http://www.worldbank.org/en/projects-operations/environmental-and-social-framework/brief/environmental-and-social-standards

17 World Bank Group Environmental, Health, and Safety Guidelines (ifc.org)

18 Waste Management Facilities - Final - December 7.doc (ifc.org)

19 https://digitalprinciples.org/principles/

20 https://digitalprinciples.org/principle/address-privacy-security/

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 may extend, reduce or amend those services wherever such is deemed necessary according to his/her own professional judgement and knowledge. 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 works and services in order to ensure the fulfilment of the outlined objectives.

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

- Task 1: Scoping Study
- Task 2: Preparation of the ESIA and the Report
- Task 3: Environmental and Social Management Plan (ESMP)
- Task 4: Development and implementation support of a Stakeholder Engagement Plan
- Task 5: As required: Land Acquisition and Compensation Plan
- Task 6: Additional Plans (e.g. Gender Action Plan), as needed, depending on the risks identified in the ESIA.

The tasks are described in the sub-section below. Further details of the required scope and guidance on content and proposed methodologies are provided in the Annexes to the Specification (to be considered as appropriate in the Consultant's proposal). If no guidance is given or the Consultant 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.

Task 1: Scoping Study

The PEA will provide available information in regard to the environmental and social aspects of the Project. The Tenderer shall become familiar with the documentation and relevant standards as listed above. The Tenderer shall propose a kick- off meeting (or a kick-off-call, as appropriate) if the initial review of the documentation may cause any divergence in the assumed work plan.

The Tenderer will carry out a scoping exercise/study and must meet current internationally accepted standards of data collection, reporting and analysis and comply with existing environmental and social standards. Further, it must be assessed how national and international requirements can be streamlined throughout the ESIA process.

The Scoping Study shall clearly outline the scope of the ESIA to allow a focus on the environmental and social impacts and risks based on their significance. Further it shall scope out any insignificant effects or components by providing a comprehensive rational. If baseline data is already available from previous studies (e.g. previous phases of the project, feasibility, etc.) the Tenderer shall evaluate relevance, accuracy if the data as well as if they are still valid.

The Scoping Study will cover the physical, biological, socioeconomic and cultural environments within the proposed Project scope and identify the key issues relevant to the Project to be considered in the full ESIA. The scoping study will also define the scope of the required baseline studies, ongoing stakeholder engagement and impact assessment.

The Scoping Study should be undertaken through the following steps:

i. Desk top review of available data
ii. Site verification visit including a stakeholder and expert elicitation
iii. Engagement with key stakeholders on aspects related to the overall ESIA process
iv. Preparation and disclosure of a Scoping Report.

The results of the scoping shall be summarized and presented within a concise Scoping Report that can be disclosed to the public. The report should cover the following aspects at a minimum:

- Brief description of the project, size and layout of the project area, as well as associated facilities; including a brief description of the project phases and related activities;
- Outline of Project Area of Influence for the different environmental and social receptors;
- Brief description of the applicable legal framework and standards; initial gap analysis of national legal frameworks in relation to applicable international standards;
- Brief description of the physical environment and socio-economic setting;
- Identification of the key environmental and social risk and potential impacts, i.e. aspects/areas that could potentially be impacted by the project, including identification of potentially affected local communities. Environmental, climate and Social Screening Checklist (Refer to Annexure – VI screening format) can serve as a first step in identifying risks and impacts and should be supplemented by verifiable data from site visits; on the basis of the screening checklist, the scoping exercise and report should be further developed.
- Brief description of the alternatives to be considered in the ESIA;

- Brief stakeholder analysis/stakeholder mapping to identify the stakeholder groups who may be affected by and/or may have an interest in/influence on the Project, including initial consultation of local communities and statutory stakeholders for the scoping process;
- Outline of methodology and approach for community engagement to be applied during ESIA, including national legal provisions for public information and disclosure;
- Outline of the methodology, the approach and the general timeline for the ESIA, including activities and other necessary studies as required;

Attention shall focus on (but not be limited to) issues related to:

- **Physical environment**: topography, geology, soils, meteorology and climate/climate change, surface and underground water resources (hydrology, water quality and drainage patterns); ambient air quality and noise levels, land use and land cover, landscape and visual amenity;
- **Biological environment**: fauna, flora, rare or endangered species, ecosystem services, protected areas and critical habitats;
- **Social, economic and cultural environment**: urban and rural livelihoods, land use (including seasonal land use), land tenure, agriculture/livestock farming, demographics, employment, socio-cultural institutions and cultural norms, community health and safety, education, infrastructure, waste management, landscape aesthetics, cultural heritage, vulnerable groups such as indigenous people, women, children and persons with disabilities;

If potential effects of the Project on these receptors (and any additionally identified receptors) are not considered as relevant, a reasonable explanation must be provided; these items are then considered to be "scoped out".

Based on the Scoping the Tender shall provide the PEA and KfW in addition to the Scoping Report alongside:

- A detailed work plan for the ESIA, including timeline of activities and other necessary studies as required;

Deliverables Task 1:

- Draft Scoping Report in English and Final Scoping Report in English
- Detailed ESIA Work Plan

Task 2: Preparation of the ESIA and the Report

After the approval of the Scoping Report and agreement on the detailed scope and structure of the ESIA by KfW and the PEA, the Tenderer will start preparing the ESIA document and acquire all missing data for evaluating the project impacts in order to develop the corresponding documents. The Consultant shall throughout the ESIA preparation closely coordinate with the technical team conducting the DPR study. The Consultant shall carry out the necessary studies and engagement process culminating in both the necessary documentation to conduct Indian environmental assessment and approval processes and a detailed ESIA Report including an ESMP Report and supporting documents in accordance with World Bank Environmental and Social Standards (WB ESS).

The report shall be presented in a logical and clear format and include an assessment of the impacts prior to and following the implementation of mitigation measures. It should identify constraints associated with the mitigation methods recommended and allow provision for modification. The following sub-sections outline which aspects should be covered by the ESIA at minimum non-techni

1. **Executive summary:**
   The consultant to concisely highlight significant findings and recommended actions. Further it should include the sub-project Background, project components, key E&S baseline info, significant E&S impacts, ESMP cost estimate, ESHS Implementation Mechanism, way forward.
2. **Introduction and background:**
   A brief description on the project and need for the project.
3. **Project description:**
   The Consultant shall provide a concise and comprehensive description of the project and proposed components including any other facilities required for the implementation/ utilisation including associated facilities as per WB definition. The project description should be supported by maps, plans, graphs and charts to provide an easy and structured overview, incl. maps of the project locations of proposed components, alignment, Network diagram, etc. with geo coordinates, site photographs etc. The level of detail of the project description shall be commensurate with potential project effects on the receiving environment. This may include energy demand and consumption, nature and quantity of the materials and natural resources (including water) used, etc. Furthermore, this should include an estimate - by type and quantity - of expected residues and emissions (i.e. water, air, and quantities and types of waste produced during the construction and operation phases). Normally includes a map showing the project site and the project's area of influence.
4. **Analysis of alternatives.**
   The Consultant shall systematically compare feasible alternatives to the proposed project in terms of location, technology, design, and scale in terms of their potential environmental and social impacts. Specifically, the alternative analysis should provide an overview of the main reasons and rationale for selecting the chosen option, including a comparison of the environmental and social effects. The analysis should include the 'do-nothing' option. Mitigation and compensation measures should be considered when assessing alternatives, both with a view to strengthening the feasibility of the Projects, and to improving the Project's design. The Alternative Assessment chapter shall contain a description of the reasonable alternatives that were assessed and an indication of the main reasons for selecting the chosen option with regards to their environmental and social impacts and risks
5. **Regulatory framework:**
   The Consultant shall provide a comprehensive and appropriately detailed description of the Indian legislative framework relevant to the Project (i.e. describing the key laws,

regulations or ordinances etc. in the area of environment, social aspects, labour conditions and occupational health and safety). The legislative framework should identify relevant environmental, Climate Change and social standards and guidelines applicable to the assessment and to be adhered to within project implementation (e.g. related to air emissions, wastewater discharge, noise, etc.) and relevant international environmental agreements to which the country is a party. Additionally, the Consultant to describe the relevant international environmental and social obligations of the country (conventions etc.) as well as details of the applicable international environmental and social standards which are referenced for the Project above under "**Relevant Standards** and Legal Requirements".. The Consultant shall also develop a structured gap analysis to present the gaps between the national legislation and the **Relevant Standards** set out above. Based on the analysis the consultant will provide measures and recommendations in the Project context to bridge the gaps between the policies. .

6. **Baseline data.**

The Consultant shall collect, collate, and present baseline information on the natural (physical and biological) and human environments (social, cultural and economic) of the defined study area with qualified experts. A brief description on the project location, its geographic, ecological, social, demographic and temporal context, weather status, climatic conditions, Rainfall, Temperature, historical events and need for the project. This baseline description shall be derived from both secondary sources and fieldwork to collect primary data where required and should be inclusive, but not limited to:

- Physico-chemical environment of the respective defined Areas of Influence (AoI),
  - hydrographic network, geology, ground topography, soil characteristics,
  - climate (air temperature and rainfall),
  - ambient air quality,
  - noise measurements (equivalent noise level (Leq) for daytime and nighttime (Ld and Ln) at closest sensitive receptors)
- Biological environment of the respective defined AoI
  - abundance of terrestrial and (if relevant) aquatic flora and fauna, incl.
    - abundance of endangered or ecologically valuable / important species and their national and international conservation status (IUCN)
    - vegetation types / phytosociological diversity and ecological relevance
    - invasive species
    - sensitive and ecologically valuable habitats
    - ecosystem services
- Socioeconomic survey including social and cultural environment, including present and projected
  - demography and population,
  - land use,
  - planned development activities,
  - infrastructure facilities / community social structures,
  - employment and labor market,
  - sources and distribution of income,
  - cultural/religious sites (cultural heritage maps) and properties,
  - vulnerable groups and indigenous populations etc.,
  - infrastructure and basic social services.);
  - Economic activities (agriculture, livestock, fisheries, small scale industries);

Data presented within the baseline description shall be sufficient to describe the key aspects of the Area of Influence (AoI) including associated facilities of each environmental and social component and be relevant to decisions about the specific location of project components, the design of project components, the construction and operation of project components as well as to mitigation measures, monitoring and adaptive management during operation. Data gaps or uncertainties inherent in the baseline description shall be stated and explained. Baseline description shall also indicate the accuracy, reliability and sources of the data presented. The Consultant shall also, as part of the study, assess required tree cuttings as well as affected utilities above and below grounds and propose adequate measures in the ESMP.

The consultant to identify all the regulatory clearances required for the implementation and detail out the procedures, responsibilities and timelines for obtaining the same.

7. **Assessment of Environmental and Social Impacts and Risks of Project Facilities and Activities**

The Consultant will identify the positive and negative environmental and social impacts (direct, indirect, and cumulative, temporary, and permanent) potentially stemming from the Project. This should include impacts in terms of magnitude, significance, reversibility/potential for mitigation, extent, duration (major, moderate, minor, and negligible impacts) during the pre-construction, construction, and operation/ maintenance phases as well as for decommissioning or closure and reinstatement. To do so, the Consultant will consider impacts on livelihoods, impacts of presence of construction workforce on local communities, construction health & safety and labour conditions incl. workers accommodation, public health & safety during construction and operation, and respective mitigation and action items as part of the environmental and social management and monitoring plan. He will make use of a robust and consistent qualitative or semi-qualitative methodology following Good International Industry Practice (GIIP). Quantitative data should be employed to the extent possible.

The Consultant shall elaborate a detailed description of all proposed construction-related activities. A plan will be developed to deal with issues regarding soil erosion and sediment control, emergency spill procedures, handling and disposal of waste and overburden materials, and protection of vegetation and soils outside of the required footprint. This information will be included in the Environmental Management Plan, discussed under Task 3.

This chapter should also identify opportunities for environmental enhancement, potential for possibly required biodiversity offsets and identify key uncertainties and data gaps. Where Third Parties such as contractors are involved, their roles and capacities, and the degree of control the project can exert over them, should be considered.

The Impact Assessment shall also cover cumulative impacts, climate change impacts, water security impacts and a health impact assessment.

Working in collaboration with the PEA, other responsible institutions, agencies, organisations and representatives of affected groups, the Consultant will identify and develop realistic and cost-effective mitigation measures for significant negative impacts predicted to occur as a result of the different project phases (pre-construction phase, construction, operation and maintenance, decommissioning) - whether direct, indirect, or cumulative, temporary, or permanent.

These measures shall avoid, minimize and/or compensate or offset such impacts, in that order of priority to be aligned with the mitigation hierarchy. Any residual negative effects after

mitigation measures shall be described. These measures will cover all aspects and phases of the project

8. **Compiling relevant ESIA Annexes**

The Annex shall be used to present supporting information to the ESIA to allow for the main text to remain relevant. The Annex shall include:

a. The Terms of Reference of the consultancy conducting the ESIA
b. References and sources of information
c. Summary of Stakeholder Engagement activities undertaken during the ESIA, including records of public meetings and consultations / institutions met

d. Details on the Legal Framework
e. Supporting technical data / Supporting special studies, incl. detailed Primary baseline data for Physicochemical, Social & Biodiversity, Technical drawings, plans & maps
f. Templates / 1st Drafts of project specific construction management plans (if relevant), i.e. (not limited to)
    i. Code of Conduct, Labour Management Plan/Procedure
    ii. Occupational Health & Safety Plan
    iii. Waste Management Plan (Solid and Liquid)
    iv. Traffic management plan
    v. Emergency response procedures

g. Templates / 1st Drafts for reporting formats, i.e. (not limited to)
    i. Incident reporting format
    ii. E&S reporting formats (Monthly, Quarterly, Semi-Annual and Annual)
h. If relevant: Outline of contents for Land Acquisition and Compensation Plan
i. The Scoping Report

9. **Preparation of a Non-Technical Summary (NTS)**

Consultant to compile and include an easy-to-understand NTS of the ESIA process and outcomes. The NTS will then be used to inform the general public and other interested parties of project activities. The Consultant shall take into consideration that KFW requires the PEA to disclose the NTS. The NTS shall be in the form of a concise, standalone document and should include:

- A concise summary description of the proposed project;
- The rationale for the proposed project;
- The geographical area that the project will influence (AoI);
- A short description of the baseline in the AoI;
- Any significant environmental and social impacts;
- Any significant issues or opportunities;
- A summary of key aspects of the ESMP;
- Residual risks/issues and material information gaps or the need for further studies should be highlighted;

- The nature of the developer's/project's systematic approach to managing the environmental and social aspects of the project including monitoring activities; and
- A summary of stakeholder consultation held and further activities, information about availability of grievance mechanism and contact details for further information.

Deliverables Task 2:

- Draft ESIA with Annexes in English and Final ESIA with all finalized Annexes in English
- Non Technical Summary in English and local language (Tamil)

Task 3: Environmental and Social Management Plan (ESMP)

Based on the results of the ESIA, the Tenderer shall prepare an Environmental and Social Management Plan (ESMP) that compiles the impacts and required mitigation measures as identified in the ESIA, as well as the monitoring requirements to ensure that the identified measures are implemented and any unforeseen impact is identified and handled aligned with the ESMP. Annexure II includes a structured ESMP document which can be used by the Consultant as guidance but must be amended to the Project specifications, characteristics and risks as identified through the ESIA.

The ESMP shall include:

- details on specific management plans that will be required
- a table of the commitments based on the mitigation measures identified, which should include details on:
  - the anticipated objectives or target of each measure,
  - related milestones and time frames and
  - reporting requirements as well as
  - required resources (competencies, human resources, required equipment, materials and budgets required for the implementation of this commitment).
- Details on appropriate monitoring activities to ensure that (a) mitigation measures are effective, (b) unforeseen negative impacts or trends are detected and addressed, and (c) expected project benefits or opportunities are achieved. Indicators should be aligned to elements of the existing pre-project baseline and be (a) Specific, (b) Measurable, (c) Achievable; (d) Relevant and (e) Time-bound.

Also, the Tenderer shall include a precise and specific action plan, detailing required training (technical assistance, equipment and supplies, organizational changes) for the management and monitoring of environmental and social impacts as well as corresponding costs. Where significant residual impacts remain after application of mitigation measures, the Tenderer shall propose measures to compensate/offset the identified impacts.

If relevant to the project, the tender shall present a change management procedure that outlines the requirements for additional environmental and social assessment if design changes occur after finalizing the ESIA process.

Further, an ESMP workshop could be proposed to work with the PEA through the proposed mitigation measures.

The ESMP shall be clearly structured and should cover all Project phases.

Deliverables Task 3:

- Draft ESMP in English and Final ESMP in English and local language (Tamil)

Task 4: Stakeholder Engagement, Public Disclosure and Grievance Redressal Mechanism

The Consultant, in cooperation with the PEA, to undertake planning and implementation of stakeholder engagement activities to inform the ESIA (including Scoping) process and disclosure outcomes. Annexure IV includes an exemplary overview of the content of a Stakeholder Engagement Plan which can be used by the Consultant as guidance but must be amended to the Project specifications.The stakeholder engagement activities should continue throughout the ESIA process and contain the following activities:

a) Preparation of a Stakeholder Engagement Plan including an appropriate grievance procedure according to WB ESS 10
   - Ensure that any interested and affected stakeholder group/communities encountered within the project footprint will be consulted in a culturally appropriate and participatory manner regarding the positive and negative impacts of the Project.
   - If it has been identified during the scoping tasks that Indigenous Peoples are living in the Area of Influence, it is required to develop an Indigenous Peoples Plan (IPP) according to World Bank ESS 7:

b) Implementation of stakeholder engagement activities
   - Based on Consultant's knowledge of the legislative requirements of the host country and the Project context, the Consultant shall prepare a Scope of Work (SoW) for the public consultation activities to be undertaken during the Assignment.
   - The aim of the SoW is to present the project to the concerned population and to collect their comments and reactions regarding the project and its related potential impacts.
   - The SEP will have to be updated throughout the project cycle. If updates are required to the SEP during the assignment for the ESIA, the Consultant will be responsible for these updates.
   - During the development of the SEP, the Consultant will, jointly with the PEA, undertake an assessment of the PEA's capacity to implement.

Beside the requirements and content as set out above it shall be recognized that Stakeholder Engagement must meet Indian requirements.

As part of the SEP the Consultant will establish a grievance mechanism proportionate to the potential risks and impacts of the project that is accessible and inclusive and in line with the provisions of WB ESS 10 and the provisions of the ECSMF. The Consultant shall evaluate if existing formal or informal grievance mechanisms exists at the PEA and if it is feasible and suitable for the project to utilize existing structures. If so, it shall be evaluated if any supplement project-specific arrangements are needed.

The grievance mechanism is expected to address concerns promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all project-affected parties, at no cost and without retribution for the project affected parties.

Deliverables Task4:

- Draft SEP in English and Final SEP in English and Tamil - Provision of relevant updates of the SEP during the assignment if required

Task 5: Land Acquisition and Compensation Plan (LACP)

The Consultant shall prepare a Land Acquisition and Compensation Plan (LACP) for the project. should the Project result in economic displacement. This LACP shall be only used for economic displacement with no significant impacts [21] and not impacting vulnerable persons. Annexure III with Appendices includes a template document which can be used by the Consultant to prepare the LACP by amending to the Project specifications..

Objective of the LACP

The consultant shall prepare the LACP to identify households affected by land acquisition and/or land-use restrictions and to define appropriate mitigation, compensation and support measures. The LACP shall ensure that affected households can at least restore their incomes and living standards to pre-Project levels. The scope shall also include the required eligibility criteria, entitlement/assistance approach, implementation arrangements, grievance mechanism, and monitoring provisions, while documenting that economic displacement is limited to the defined scope.

The consultant shall deliver a Draft and Final LACP (or equivalent) within the ESIA, including, at minimum, the following contents:

- Introduction: Project overview, purpose and coverage of the LACP (planned land acquisition; impacts; entitlement matrix; responsibilities/processes; timeframe).
- Project Description & Potential Impacts: Short project description consistent with available ESIA material; map showing the project area and affected lands; scope/scale of land acquisition and impacts on fixed assets (if applicable); explanation of attempts to avoid economic resettlement and why alternatives were not successful.
- Project Affected People: Household-wise assessment of affected land and land use; income sources and socio-economic situation; types of impacts (temporary/permanent land loss, access loss, income loss, etc.); types of affected households, incl. street vendors, shop owners along the planned pipeline network (formal title holder, customary/informal user, community land, etc.); preparation of Appendix 1 of the Annex III listing all affected persons per household and their relation to the Household Head (HH); and evidence that the LACP criteria are met: economic displacement only, no significant impacts (>10%), and no impact on vulnerable persons.
- Legal and Institutional Framework: Summary of relevant national law and practice (land acquisition, titles, expropriation, compensation, vulnerable groups, eligibility rules, validation approach) and applicable international Standards (WB ESS5) and identification of responsible agencies.

[21] significant impacts are all land acquisitions that account for more than 10% of the complete owned or used productive land of the affected household respectively more than 10% income loss.

- Compensation Approach & Entitlement Matrix: Definition of eligibility/assistance criteria and cut-off dates, methodology for valuation/replacement cost determination, and preparation of the Entitlement Matrix in line with the provisions of the ECSMF for the program, covering each impact type and affected person/household category (to be treated as confidential).
- Public Consultation & Stakeholder Engagement: Consultation strategy and participation approach; summary of views expressed and how they influenced decisions/alternatives; description of the grievance procedure aligned with the Stakeholder Engagement Plan, including how affected people can file grievances or pursue legal action; and inclusion of Table 1 of Annex III (stakeholder engagement summary: who/when/what/concerns/response).
- Implementation Schedule: Anticipated activities, responsibilities and indicative dates for LACP implementation linked to the overall project; include Table 2 of Annex III (summary of key LACP steps such as affected household identification, notification, land acquisition/contracting, resettlement if applicable, livelihood support, and monitoring).
- Monitoring of Implementation: Monitoring objectives and responsibilities (PEA overall responsibility); monitoring arrangements (internal/external monitoring staff and training; additional experts as needed); requirement for third-party monitoring to ensure transparency and objective data collection; and definition of KPIs, methodology, frequency, responsibilities and timelines.

4. Methodology & Data Requirements

The consultant shall apply a consistent approach to compile and validate ESIA-consistent baseline information, land and socio-economic data, and consultation results sufficient to (i) identify affected households/persons, (ii) determine eligibility and cut-off dates, (iii) estimate replacement cost levels/compensation/assistance packages, and (iv) verify compliance with the LACP applicability conditions (economic displacement only, no significant impacts, no vulnerable persons impacted).

Stakeholder Engagement including a Grievance Procedure for the RAP

The Stakeholder Engagement Section in the LACP has to be coordinated with and be consistent with the provisions of the SEP for the ESIA. In considering Stakeholder Engagement, the LACP shall include stakeholder identification and activities specifically for the LACP.

Trigger for comprehensive RAP:

If, during ESIA preparation and/or implementation of the LACP, it is determined that significant physical and /or significant economic displacement becomes necessary and cannot be avoided, then the Consultant shall prepare a more comprehensive Resettlement Action Plan (RAP) in addition to (and building upon) this LACP. The development of the RAP must be in line with national legislation and World Bank ESS5, where the most stringent standard is expected to take precedence. Forced evictions are not tolerated at any point in this investment and no land clearance, expropriations or works should occur until the RAP is elaborated and cleared by the PEA and lenders alike.

This RAP shall be prepared in line with the applicable requirements for projects involving physical displacement and shall include, at minimum:

- identification of physically displaced persons/households,

- detailed resettlement measures (including relocation logistics, livelihood restoration, and housing/services as applicable),
- eligibility rules, entitlements, and implementation/monitoring arrangements,
- consultation and grievance procedures,
- implementation schedule and cost/budget estimates.

Deliverables Task 5:

- Draft LACP in English and Final LACP in English and Tamil, incl. Appendix 1 with the household-wise affected persons list, and Appendix 2 Entitlement Matrix. (both to be treated strictly confidential)

Annexure I

Environmental Climate Change and Social Screening Format

Date:_____ Contact Person:_____

Name of ULB:_____

Sub project :_____

Background and Objective: Suggest to add a few brief sentences on the objective of this Screening and how it will be used.

Project Details		
S.no	Components	Details
1	Project Objective and components	
2	Details of Alignment / Components (main components including construction activities)	
3	Location of the Project Sites (all sites including alignment of networks, other structures like pumping stations; offices, locations where treated waste water, sludge & C&D wastes will be disposed/reused directly, any other) Current Land use (Provide information for all sites involved in the project), any historic land use (related to heritage, or contamination) Site Survey No:/s (with ownership), Geographical coordinates of the site	

Proposed Resource Use

Resource Use				
S.no	Proposed Resources	Area/ Quantity	Unit	Details
(i).	Land Area proposed to be used: Location wise (in sq km / sq m)			
(ii).	Estimated energy consumption for the project activities – Source wise			

(iii).	Estimated usage of water quantity for the project: Ground Water and Surface water?			

Baseline Environmental Conditions

S.no	Environmental Aspects	Yes	No	Details (mention distance to these features in meters/kilometres, and quantities in g/kg/T as applicable. Also mention if any project components is excluded / regulated based on location/activities as per National / State regulations & need permits/follow guidance)
1	Is the project site located on or adjacent to any of the following (Provide information for all sites and alignment of the project components/subcomponents, associated activities; mention distance to these features in meters/kilometres)			
i)	Critically Vulnerable Coastal Areas, Ecosensitive Areas			
ii)	Cultural Heritage site, Protected monuments			
iii)	Natural Forests / Protected Areas Is the project in an eco- sensitive or adjoining an eco-sensitive area or its demarcated buffers? If Yes, provide details.			
iv)	Any other Wetlands/ Mangrove/ Estuarine Region?			
v)	Any Natural Habitat areas, areas with natural features such as the Coasts, Lakes/ other water bodies?			
vi)	Any other Sensitive Environmental Components?			
vii)	Any Residences, schools, hospitals, sensitive receptors?			

viii)	Any culturally – socially important paths, areas/religious occupancies, sacred groves, burial grounds, tourist or pilgrim congregation areas, borders, etc?			
ix)	Any Drinking water source, upstream and downstream uses of rivers, etc which may be impacted by proposed discharge of treated sewage / sludge from water supply or sewage treatment plant?			
x)	Any Low-lying areas prone to flooding/areas of Tidal Influence used as part of the Project or near the project components?			
xi)	Details of Surface water quality at intake point or Disposal point of treated sewage			
xii)	Any areas affected by other disasters?			
2	Groundwater: Is the site in Critical / Over Exploited condition?			
3	Is the area disaster-prone? If yes; list all disaster zone categories applicable			
4	Describe the soil and vegetation on site			
5	Is the site area and condition suitable for proposed development?			
6	Describe existing pollution/contamination or degradation in the site(s)			
7	Near Dams, Barrages			
8	Any other remark on baseline condition?			

Anticipated Environmental Impacts: Impacts on Land, Geology and Soils

S.no	Impacts	Yes/ May create	No	Details (mention distance to these features in meters/kilometres, and quantities in g/kg/T as applicable. Also mention if any project components is excluded / regulated based on location/activities as per

				National / State regulations & need permits/follow guidance)
8.	Will the proposed project cause the following on Land / Soil?			
i)	Impact on Surrounding Environmental Conditions including Occupation on Low lying lands/flood plains			
ii)	Substantial removal of Top Soil (mention area in sqm)			
iii)	Any degradation of land / eco-systems expected due to the project?			
iv)	Loss or impacts on Cultural/heritage properties/precincts, features			
v)	Does the project activity involve cutting and filling/ blasting etc?			
vi)	Will the project cause physical changes in the project area (e.g., changes to the topography) due to earth filling, excavation, earthwork or any other activity?			
vii)	Will the project involve any quarrying/ mining etc?			
viii	Will the project / any of its component contaminate or pollute the Land? (for example sludge, disposal of untreated sewage/bypass)			
ix)	Pre-existing contamination on site/s			

Impacts on Water Environment

S.no	Impacts	Yes/ May Create	No	Details (mention distance to these features in meters/kilometres, and quantities in g/kg/T as applicable. Also mention if any project components is excluded / regulated based on

				location/activities as per National / State regulations & need permits/follow guidance)
9	Will the subproject or its components cause any of the following impact on Water sources (Quantity or Quality):			
i)	Will the activities proposed at the site(s) impact water quality (surface or underground) and water resource availability and use? Will this sub-project involve the dredging of water bodies, sea, canals, etc.			
ii)	Impacts on Water Resources			
iii)	Pollution of Water bodies/ground water nearby or downstream			
iv)	Will the project affect the River /cannel flow pattern, stream pattern or any other irrigation canal?			
v)	Will the project result in stagnation of water flow or pondage or weed growth due to increased pollution/siltation			

Impacts on Biodiversity and Host Communities

S.no	Environmental Impacts	Yes/ May Create	No	Details (mention distance to these features in meters/kilometres, and quantities in g/kg/T as applicable. Also mention if any project components is excluded / regulated based on location/activities as per National / State regulations & need permits/follow guidance)
10	Will the subproject or its components cause any of the following impacts on Biodiversity or the neighborhood			
i)	Will the project necessitates cutting of? Trees / Loss of Vegetation			
ii)	Will the project result in Health & Safety Risks in the neighborhood including the release of toxic gases, accident risks			
iii)	Potential risk of habitat fragmentation due to the clearing activities? (e.g. Hindrance to the local biodiversity like disturbing the migratory path of animals/ birds etc.)			
iv)	Potential Noise and Light Pollution or disturbance to surrounding habitats/communities			
v)	Potential disruption to common property, accessibility, traffic disruptions, conflicts or disruption to the local community within the subproject area?			

Impacts due to Storage and Wastes: Pollution and Hazards

S.no	Type	Yes	No	Details (mention distance to these features in meters/kilometres, and quantities in g/kg/T as applicable. Also mention if any project components is excluded / regulated based on location/activities as per National / State regulations & need permits/follow guidance)
11	Will the subproject or its components cause any impact due to storage of materials, wastes or pollution due to releases during various project activities			
i)	Will the project use or store dangerous substances (e.g., large quantities of hazardous chemicals/ materials like Chlorine, Diesel, Petroleum products; any other?			
ii)	Will the project produce solid or liquid wastes; including construction/demolition wastes (including dredging, de-weeding wastes, muck/silt, dust, sludge, C&D wastes, hazardous wastes (such as asbestos from existing network), e-wastes (from equipment)); polluted liquids?			
iii)	Will the project cause or increase air pollution or odour nuisance?			
iv)	Will the project generate or increase noise levels which will impact surrounding biodiversity or communities?			
v)	Will the project generate or increase visual blight or light pollution?			
vi)	Will the project cause water pollution? (of waterbodies/ groundwater)?			
vii)	Will the project involve dangerous construction activities which may be a safety concern to workers/ host communities			

S.no	Type	Yes	No	Details (mention distance to these features in meters/kilometres, and quantities in g/kg/T as applicable. Also mention if any project components is excluded / regulated based on location/activities as per National / State regulations & need permits/follow guidance)
viii	Is there a potential for release of toxic gases or accident risks (e.g. potential fire outbreaks)			
12	Describe any other features of the project that could influence the ambient environment			

Baseline Climate Data		
13. Project Area Baseline Note: Please provide details for ULB and also site. Please provide quantitative information where relevant.		
i)	Agro climatic zone	
ii)	No of Water Bodies in the ULB area	
iii)	Name of the River(s) in the ULB	
iv)	Proximity to River (kms)	
v)	Proximity to Sea (kms)	
vi)	Proximity to hilly terrains (kms)	
vii)	High Flood Level of the River	
viii)	Flooding Events (Years) (Based on historic data of extreme flood events and future projections based on available analysis)	
ix)	Flooding hotspots in the ULB	No of flooding hotspots, attach map
x)	Available Water sources (Surface / ground)	
xii)	Groundwater Level and potential zone	
xiii)	Normal Temperature & long term average; trends in changes in temperature	
xiv)	Rainfall trends & long term average	
xv)	Land Use	LULC Map
xvi)	% of Green Cover in the ULB area	
xvii)	% of Water Bodies/Rivers	
xviii)	Seismic Zone	

xix)	Coverage rain water harvesting structures (in %)				
	a) Residential				
	b) Commercial & Institutional				
	c) Government/ULB				
xx)	RWH in buildings – Mandating byelaws				
xxi)	Frequency of drought in study area. Does the area face water scarcity? Please provide details.				
xxii)	Frequency and intensity of cyclones in study area.				
14	Climate Change Impacts in project area				
(i)	Climate signal Please select the relevant signals	Climate hazard Please select the relevant hazards	Yes	No	Details
	☐ Sea level rise ☐ Frequency of tropical storms ☐ Intensity of tropical storms ☐ Higher precipitation amounts ☐ Shifting seasons ☐ Higher temperatures ☐ Less precipitation ☐ Lower temperatures ☐ Others	☐ Salt water intrusion			
		☐ Flooding of the coast			
		☐ River flood			
		☐ Bank erosion (sea/river)			
		☐ Flash flood (heavy rain)			
		☐Landslides			
		☐ Forest/Bush fires			
		☐ Water shortage/drought			
		☐ Effects of heat			
		☐ Effects of cold			
		☐ Effects of winds			

		☐ Effects of air quality			
		☐ Effects of storm surge			
		☐ Soil quality/land degradation			
		☐ Others			
ii)	Energy consumption for the project? Will the project result in GHG emission?				Please provide description and quantitative estimates.
iii)	Will the project affect any other water or other user? (downstream intake points of Water Supply projects, downstream water use by people, animals; irrigation)				
iv)	Is the project located in exploited ground water block?				
v)	Is the project area vulnerable to temperature fluctuations and drought?				
vi)	Is the site vulnerable to hazards such as Earthquakes, Landslides, Flooding, Storm surge, Severe wind damage, Fire, Explosion, Other (specify)				
vii)	Will the project result in generation of wastes / by-product?				
viii)	Will the project impact the water resource availability (surface/ ground water) and use (effluent/sewage disposal, bypasses from STPs/PS, leachate, runoff, wastes deposition, erosion)				
ix)	Will the project cause flooding of adjoining low lying areas				
(x)	Will the project impact water quality or quantity in natural/constructed Lakes, or ponds				

Project Environmental Enhancement Measures

S. No	Enhancement Measures	Yes	No	Details

15	Has the subproject design considered environmental enhancement measures?			
i)	Energy conservation measures/ energy recovery options incorporated in subproject design? Quantify the reduction in CO2 emission from the sub-project.			
ii)	Has the project considered alternate /renewable energy?			
iii)	Has the project considered waste minimization (waste reuse/recycle options/circular economy)			
iv)	Rainwater harvesting, water recycling and other water resource enhancement measures proposed in the project?			
v)	Does the project include measures for prevention of wastage of water resource?			
vi)	What waterbody conservation/ drinking water source improvements/drought management options are being proposed?			
vii)	Design Considerations for protection of project components from extreme events - flood, drought, other natural disasters			
viii)	Greenbelt development proposed for the project?			
ix)	Is the sub-project including design elements to strengthen infrastructure resilience? If so what?			
x)	Has the project considered nature-based solutions and if so what?			
xi)	Is the sub-project combining infrastructure and nature-based solutions? If so how?			
xii)	What design considerations is the project including to mitigate heat island effect?			

xiii)	What design considerations is the project including to preserve and expand green cover?			

Land Use, Resettlement, and/or Land Acquisition

S.no	Components	Yes	No	Details
1	Does the project involve acquisition of private land?			
2	Alienation of any type of Government land including that owned by Urban Local Body?			
3	Clearance of encroachment from Government/ Local body Land?			
4	Clearance of squatters/hawkers from Government/ Local Body Land?			
5	Number of structures, both authorized and/or unauthorized to be acquired/ cleared/			
6	Number of households to be displaced?			
7	Village common properties to be alienated Pasture Land (acres) Acquisition / burial ground and others specify?			
8	Existing land uses on and around the project area (e.g., community facilities, agriculture, tourism, private property) will be affected?			
9	Will the project result in construction workers or other people moving into or having access to the area (for a long-time period and in large numbers compared to permanent residents)?			
10	Are financial compensation measures expected to be needed?			

Loss of Crops, Fruit Trees, Household Infrastructure and livelihood

S.no	Components	Yes	No	Details

11	Will the project result in the permanent or temporary loss of the following?			
11.1	Crops?			
11.2	Fruit trees? Specify with numbers			
11.3	Petty Shops			
11.4	Vegetable/Fish/Meat vending			
11.5	Cycle repair shop			
11.6	Garage			
11.7	Tea stalls			
11.8	Grazing			
11.9	Loss of access to forest produce			
11.10	Any others - specify			
Welfare, Employment, and Gender				
12	Is the project likely to provide local employment opportunities, including employment opportunities for women?			
13	Is the project being planned with sufficient attention to local poverty alleviation objectives?			
14	Is the project being designed with sufficient local participation (including the participation of women) in the planning, design, and implementation process?			
Historical, Archaeological, or Cultural Heritage Sites				
15	Historical heritage site(s) require excavation near the same?			
16	Archaeological heritage site(s) require excavation near the same?			

17	Cultural heritage site(s) require excavation near the same?			
18	Graves or sacred locations require excavations near the same?			
Tribal Population/Indigenous People				
19	Does this project involve acquisition / alienation of any land belonging to Tribal people?			
20	Will the project lead to displacement / other adverse impacts on tribal / indigenous peoples ?			
Beneficiaries				
S.no	Components	Yes	No	Details
21	Population proposed to be benefitted by the proposed project	Approx. no.:		
22	No. of Females proposed to be benefitted by the proposed project	Approx. no.:		
23	Vulnerable households /population to be benefitted[22]	Approx. no.:		
24	No. of Families to be benefitted	Approx. no.:		

Date: _____

Signature and name of the Borrower

Authorized Signatory

[22] Vulnerable PAPs are those living below poverty line, SC / ST families and women headed households, Widows, Physically Challenged persons; Elderly persons above the age of 60 years among the affected families.

Note: This Screening sheet must be completed for each of the proposed subproject along with the DPR and E&S Scoping Report.

Indicative Enclosures:

1. Provide maps with the geographical location of the project; Google maps with project sites and project alignment
2. An appropriately scaled map clearly showing the project area and project sites with land use, existing buildings, infrastructure, vegetation, adjacent land use, utility lines, access roads and any planned construction, and
3. Any other information to describe the project, locations and possible impact as required.
4. Provide relevant maps on flooding hotspots, LULC, etc
5. Land details for the project sites with (i) extent available and required, (ii) location, (iii) survey numbers, (iv) FMB extract, (v) current land use, landuse classification (vi) land ownership, alienation/acquisition status, (vii) certificate giving availability of sites required for the project by the borrower, (viii) location photographs with Geo-co-ordinates of all project sites and alignment (start, end point).

Annexure II

Generic ESMP Template
Instructions

This document outlines the key elements of an Environmental and Social Management Plan (ESMP) capturing the typical environmental and social (E&S) impacts and associated mitigation measures that need to be considered at minimum in the context of Category B Small Works with Moderate Risk Project activities.

The Consultant shall **use this document as guidance and amend it to the Project specifications, characteristics and risks as identified through the ESIA**. **Thus, this ESMP Template should not be used "as it is" for a Project but serves as a basis for a Project-specific ESMP**, commensurate with the relevant E&S risks and expected impacts of the Project.

The ESMP is structured as follows:

A – General requirements for ESHS Management,
B – Protection of Environment
C – Workers Health & Safety
D – Labour and Relations with Local Communities

The items that have been identified as non-relevant by the ESIA do not have to be further considered. However, the **bold and underlined** ESMP items should always to be considered, regardless of the results of the ESIA.

As Appendix 1 to the ESMP Table, the "Do and Don't Table" provides guidance on general best practices to be used during (construction) works. These recommendations are to be used regardless of the content of the ESMP.

Item	Mitigation, Management and Enhancement Measures	Responsibility for implementation	Monitoring Procedure	Responsibility for monitoring	Cost/Funding
A. General Requirements for ESHS Management					
A1[23]. Responsibilities and Liabilities[24]	Ensure that all workers, suppliers and possible subcontractors are familiar and comply with the ESHS requirements and specifications of this ESMP.	Contractor/PEA	Review of training records Review of Contracts to ensure that Project requirements are included	Contractor/PEA	
	Adjust this ESMP to the specific project, define the frequency of the monitoring procedure and share it with PEA and KfW. Identify if further Management Plans have to be prepared.	Contractor/PEA	Review prior to finalization of Project-specific ESMP	Contractor/PEA	
A4. Resources allocated to ESHS Management	Assign ESHS responsible staff[25] and define the requirements and responsibilities. Responsible for contact with stakeholders (Relations officer or Community Liaison officer)	Contractor/PEA	Review prior to finalization of Project-specific ESMP Check for ESHS responsible staff name and qualifications	Contractor/PEA	
A6. Reporting	Reporting of progress and incidents, accidents, observations, near misses.	Contractor/PEA	Review once prior to finalization of Project-specific ESMP Review during project implementation for coherent records.	Contractor/PEA	
A7. Code of Conduct	Establish a Code of Conduct taking into consideration legislation, safety rules, substance abuse, environmental sensitivity, communicable diseases, gender issues (sexual harassment), respect for local beliefs and customs, community interactions etc.	Contractor/PEA	Review of Code of Conduct induction records Review of reported punishable or misconduct behaviour Review of grievance records	Contractor/PEA	
A8. ESHS Training	Provide H&S induction and training and awareness to the workforce regarding H&S risks and mitigation measures (including indirect workers) tailored to Project scope.	Contractor/ PEA	Review of training records	Contractor/ PEA	

23 Numbering is not continuous because it refers to the items of KfW standard bidding documents

24 Reminder: Bold and underlined ESMP items are always to be considered, regardless of the results of the Site Assessment.

25 Note: in many legislations an ESHS manager is required on sites employing 50 workers or more

Item	Mitigation, Management and Enhancement Measures	Responsibility for implementation	Monitoring Procedure	Responsibility for monitoring	Cost/Funding
B. Protection of the Environment					
B10. Protection of adjacent areas	Restrict excavation activities during periods of intense rainfall. Use temporary bunding to reduce the risk of sediment, oil or chemical spills to the receiving waters.	Contractor/PEA	Check records of weather forecast review and inspection of the site conditions prior to excavation.	Contractor/PEA	
	Carry out excavation works in cut off ditches to prevent water from entering excavations.	Contractor/PEA	Random site inspection Visual check of excavation during random site inspections	Contractor/PEA	
	Ensure that means of protection are in place to avoid or minimise adverse effects on vegetation, soils, groundwater and surface water, biodiversity, natural drainage and the water quality in areas within the works area. Construction methods to minimise impacts to the extent possible.	Contractor/PEA	Regular monitoring of adjacent natural resources.	Contractor/PEA	
	Ensure that work site boundaries and limits are in accordance with plans agreed upon in advance. All construction activities should be carried out within boundaries.	Contractor/PEA	Site inspection prior to commencement of activities.	Contractor/PEA	
	Ensure to stay out of surrounding wetland areas.	Contractor/PEA	Records of pre-construction survey during site selection	Contractor/PEA	
	Ensure to keep the following distances from permanent water course and outside of floodable areas; sensitive urban services and buildings (health centre, school, water supply for populations); any housing;	Contractor/PEA	Site inspection prior to commencement of activities. Check for markings of site boundaries and warning signs in line with given site limits	Contractor/PEA	
	After construction, form reshaped land so that it is inherently stable, adequately drained and suitable for the desired long-term land use and allows natural regeneration of vegetation	Contractor /PEA	Periodic site visit Visual inspection and comparison with adjacent undisturbed areas	Contractor /PEA	
	Minimise visual impacts	Contractor /PEA	Visual inspection and comparison with adjacent undisturbed areas. Review of grievance records	Contractor /PEA	
B11. Selection of borrow areas, backfill material stockpile sites and access road	Select borrow areas or areas to be excavated, backfill material stockpile locations and access roads if applicable to the project.	Contractor /PEA	Designated areas selected during site selection	Contractor /PEA	
	Locate stockpile areas in areas where trees can act as buffers to prevent dust pollution	Contractor /PEA	Designated areas selected during site selection	Contractor /PEA	
	Deposit any excess material in areas approved by local authorities	Contractor /PEA	Designated areas selected during site selection	Contractor /PEA	
	Locate disposal site on low value land.	Contractor /PEA	Designated areas selected during site selection	Contractor /PEA	

Item	Mitigation, Management and Enhancement Measures	Responsibility for implementation	Monitoring Procedure	Responsibility for monitoring	Cost/Funding
B. Protection of the Environment					
B12. Pollution prevention	Ensure all works carried out minimise pollution risk (e.g. liquid effluents, air emissions, noise and vibration management, vehicle and equipment maintenance and selection, fuel, oil and chemical storage and handling) including the whole duration of the Project.	Contractor /PEA	Regular site inspection Site visit to ensure that potential pollutants are not stored and handled within 50 m of sensitive receptors (particularly watercourses). Review of grievance records	Contractor /PEA	
B13. Effluents	Ensure appropriate containment and storage of construction wastewater, including sanitary water. No untreated effluent is discharged.	Contractor/PEA	Regular site inspection Check for signs of untreated wastewater discharge Review of grievance records	Contractor/PEA	
B14. Emissions and dust	Use to the extent possible, vehicles in appropriate technical conditions. Provide emissions control equipment where applicable (e.g. filters).	Contractor/PEA	Prior to commencement of works and each time new equipment/vehicle is used at the site. Review of grievance records Visual inspection on regular basis	Contractor/PEA	
	Use low sulphur content fuels, in line with legal provisions in force as well as local availability.	Contractor /PEA	Regular documentation of inspection based on technical specification sheet	Contractor /PEA	
	Ensure vehicles are switched off when not in use. Sensitise drivers.	Contractor /PEA	Regular site inspection Engines switched off when visiting the site	Contractor /PEA	
	Best practice to ensure minimisation of dust emissions (e.g. proper stockpiling, watering etc.) during dry and windy conditions and transportation.	Contractor /PEA	Regular site inspection Watering conducted, no dust emissions are observed Review of grievance records	Contractor /PEA	

Item	Mitigation, Management and Enhancement Measures	Responsibility for implementation	Monitoring Procedure	Responsibility for monitoring	Cost/Funding
B. Protection of the Environment					
	Ensure speed limits on site. Sensitise drivers.	Contractor/PEA	Random site inspection Physical presence of speed signs Review of grievance records Review of accident/incident records Review of training records	Contractor/PEA	
B15. Noise and vibration	Avoid operations and vehicle movements at night.	Contractor/ PEA	Random site inspection No work conducted between 10 pm and 7 am Review of grievance records Review of accident/incident records Review of training records	Contractor/ PEA	
	Set traffic speed limits. Sensitise drivers.	Contractor/ PEA	Random site inspection Physical presence of speed signs Review of grievance records Review of accident/incident records Review of training records	Contractor/ PEA	
	Locate stationary equipment (such as power generators) as far as possible from nearby receptors (e.g. worker resting areas, populated areas and environmentally sensitive areas). Make sure that noise levels don't exceed 120db in case of equipment or vehicle use.	Contractor/ PEA	Once prior to commencement of works Distances between equipment and receptors are kept Monitor noise levels in case equipment is used Review of grievance records	Contractor/ PEA	

Item	Mitigation, Management and Enhancement Measures	Responsibility for implementation	Monitoring Procedure	Responsibility for monitoring	Cost/Funding
B. Protection of the Environment					
B16. Waste Management	Identify waste management facilities and waste management contractors. Ensure disposal through waste contractors licensed for treatment/removal/recycling of each of the waste types.	Contractor/ PEA	Inspect waste management facilities Proof of contractors' certifications Review of waste transfer records	Contractor/ PEA	
	Ensure that all wastes produced are properly collected, segregated, stored, transported and treated	Contractor/ PEA	Waste collection areas existent, waste inventories Review of waste transfer records	Contractor/ PEA	
	Minimise the waste production to the extent possible.	Contractor/ PEA	Records of waste production are kept Monitor (e.g. monthly) the amount of waste produced Review of training records	Contractor/ PEA	
	Document all waste related operations (type of wastes, quantities produced etc.).	Contractor/ PEA	Storage, transport and treatment of waste is documented Review of waste transfer records Review of waste inventories	Contractor/ PEA	
	Appropriate and safe storage of fuels, construction materials, wastes and any materials that can cause spills (e.g. batteries from energy generators).	Contractor/ PEA	Random site inspection Check for safe storage of materials Spill response and remediation equipment in place Interview workers for awareness of the procedures	Contractor/ PEA	
B17. Vegetation clearing	Limit vegetation clearing to areas within the site boundary where it is strictly necessary.	Contractor/ PEA	Site inspection prior to commencement of activities. Vegetation clearing kept to a minimal Marking the borders of works site boundaries	Contractor/ PEA	
	Describe the methods of vegetation clearance. Ensure that no chemicals/pesticides are used, burning of vegetation is restricted etc. Do not clear vegetation more than two months in advance of operations	Contractor/ PEA	Site inspection prior to commencement of activities. Site inspection during site clearance No use of fires or chemicals on site Marking the borders of works site boundaries Usage of warning signs	Contractor/ PEA	
	Avoid clearing mature trees and endangered species.	Contractor/ PEA	Site inspection prior to commencement of activities. Visual check that no mature trees were cut	Contractor/ PEA	

Item	Mitigation, Management and Enhancement Measures	Responsibility for implementation	Monitoring Procedure	Responsibility for monitoring	Cost/Funding
B. Protection of the Environment					
B18. Biodiversity	Avoid to the extent possible areas of ecological value.	Contractor/ PEA	Site assessment prior to site selection. Checking site documentation for evidence of avoidance of areas of ecological value	Contractor/ PEA	
	Avoid natural habitats disturbance.	Contractor/ PEA	Inspection of construction practices. Visual verification that no habitats were disturbed	Contractor/ PEA	
B19. Erosion control measures	If construction takes place on inclined surfaces/slopes, ensure preventive erosion control measures are applied (e.g. plan to retain trees and other vegetation, use of natural contours for roads and drainage networks, excavated drainage channels).	Contractor/ PEA	Random site inspection Preventive temporary and permanent erosion control measures in place Landscape and biorestoration plan in place	Contractor/ PEA	
	Ensure that topsoil is stripped and stored properly. After construction, topsoil will be used for restoration of the area. Topsoil should not be mixed with subsoil, therefore needs to be stored separately.	Contractor/ PEA	Monitor if topsoil is properly stripped and stored	Contractor/ PEA	
	Optimal stockpiling.	Contractor/ PEA	Random site inspection Visual check of stockpile heights limited	Contractor/ PEA	
B20. Site rehabilitation	Ensure revegetation and restoration of cleared areas where possible after construction using native species.	Contractor/ PEA	One-time inspection after construction Visual check that revegetation is completed	Contractor/ PEA	
	Ensure that rehabilitated areas don't pose health and safety risks (such as holes, ponds).	Contractor/ PEA	Inspection after construction Inspection after heavy rainfalls and snow Visual check that reinstatement is completed	Contractor/ PEA	
	Reinstatement of construction working area to the best possible after construction activities are completed.	Contractor/ PEA	One-time inspection after construction Inspection after heavy rainfalls and snow Visual check that reinstatement is completed	Contractor/ PEA	
	Rehabilitate borrow areas, backfill material stockpile sites and access roads, where applicable.	Contractor/ PEA	One-time inspection after construction Inspection after heavy rainfalls and snow Visual check that revegetation is completed	Contractor/ PEA	

Item	Mitigation, Management and Enhancement Measures	Responsibility for implementation	Monitoring Procedure	Responsibility for monitoring	Cost/Funding
C. Health and Safety					
C22. Health and Safety Plan	Develop a Health and Safety Plan.	Contractor/ PEA	Review of H&S Plan	Contractor/ PEA	
C24. Accident reporting	Ensure all H&S related incidents (e.g. observations, accidents) on site are recorded and followed up properly.	Contractor/ PEA	Incident recording process in place Check incident/accident records	Contractor/ PEA	
C28. Personal protective equipment	Ensure the provision of Personal Protective Equipment (PPE) for workers (hardhats, masks, safety glasses, safety boots etc. depending on project type).	Contractor/Site Manager	Random site inspection PPE used by everyone on-site Training performed and recorded	Contractor/Site Manager	
C31. Emergency scenarios prevention	Ensure immediate cleaning of any spills and remediation of contaminated areas after construction.	Contractor/ PEA	Random site inspection after spill events One-time inspection after construction Review of training records Check that Emergency Response Team (ERT) is in place	Contractor/ PEA	
	Provide necessary prevention equipment and teams on site in line with applicable regulations to respond to emergency scenarios e.g. fire, explosion, floods, natural hazards etc.	Contractor/ PEA	Regular site inspection Check that team and list of equipment are in place Training performed and recorded	Contractor/ PEA	
	Maintain high standard in housekeeping on site. Construction materials and light equipment should be stored properly.	Contractor/ PEA	Random site inspection Visual verification of good housekeeping on-site	Contractor/ PEA	
C31.a. UXO / hazardous materials clearance	Ensure UXO clearance/clearance from hazardous and dangerous materials as relevant has been completed and approved prior to start of works. If relevant, clearance work should be accompanied by sensitisation / training of community members on emergency preparedness in case of discovery of further UXO/ hazardous and dangerous materials.	Contractor/ PEA	Random site inspection Review documentation and training records	Contractor/ PEA	
C33. First-aid	Ensure minimum first aid provisions on site (suitably stocked first-aid kits; a person, respectively an adequate number of first-aid helpers and ensure that staff and workers are informed about first-aid arrangements)	Contractor/ PEA	Regular monitoring of first aid kits Suitable first aid kits on site Review of first aiders' certificate Ensure the presence of first aid helpers in all shifts	Contractor/ PEA	

Item	Mitigation, Management and Enhancement Measures	Responsibility for implementation	Monitoring Procedure	Responsibility for monitoring	Cost/Funding
C. Health and Safety					
C37. Access to health care	Ensure the workforce has access to primary healthcare on site, providing prescriptions and vaccinations.	Contractor/ PEA	Random site inspection Check that healthcare is available on site Review of medical records (in case not confidential) Review of grievance records	Contractor/ PEA	
	In case more than 35 workers are present on site, ensure that a hospital, medical clinic or a health centre can be reached within a period of 45 minutes.	Contractor/ PEA	Medical centres in the proximity of the site identified once prior the commencement of works.	Contractor/ PEA	
C40. Hygiene, accommodation and food	Ensure provision of Health and Safety (H&S) and hygienic and sanitary facilities at the site, including shaded welfare areas, bathrooms, changing rooms and potable water. Ensure toilets and changing rooms are separated between male and female employees.	Contractor/ PEA	Campsite inspection prior to accommodation of the workers. Regular inspection Review of grievance records Check for appropriate H&S and sanitary facilities provided at site	Contractor/ PEA	
	Ensure the provision of adequate space, supply of water, adequate sewage and garbage disposal system, appropriate protection against heat, cold, damp, fire and disease-carrying animals, adequate sanitary and washing facilities, adequate lighting, and basic medical services, in accordance with all applicable health and safety regulations and norms.	Contractor/ PEA	Campsite inspection prior to accommodation of the workers. Regular inspection Review of grievance records Check for appropriate conditions for workers on site	Contractor/ PEA	
	Report any occurrence of any communicable diseases amongst the workforce (STD, HIV/AIDS, TB, malaria and Hepatitis B and C). Sensitise workers.	Contractor/ PEA	Review of diseases register and disease prevention programme if available. Review of training records Check for a communicable disease register	Contractor/ PEA	

Item	Mitigation, Management and Enhancement Measures	Responsibility for implementation	Monitoring Procedure	Responsibility for monitoring	Cost/Funding
D. Labour and relations with local communities					
D42. Labour conditions	Ensure minimum legal labour standards as per ILO regulations (child/forced labour, sexual assault, no discrimination, equal opportunities, working hours, minimum wages) are met.	Contractor/ PEA	Review of Inspection reports (also from labour authorities), Review of grievance records Review of training records	Contractor/ PEA	
	Ensure that all direct and indirect workers have access to and are aware about the Grievance Mechanism were they can raise workplace relevant complaints anonymously.	Contractor/ PEA	Review of grievance register Review of training records	Contractor/ PEA	
	Ensure all workers have the same rights and are treated equally.	Contractor/ PEA	Random site inspection Review of grievance register Check that a non-discrimination policy in place	Contractor/ PEA	
D43. Local recruitment	Ensure local communities are preferred for the supply of goods and services to the Project and Project personnel, where appropriate.	Contractor/ PEA	Review procurement and employment rules and records showing local recruitment Review of grievance register	Contractor/ PEA	
D44. Transport	Organise carpools/buses for worker transportation where needed.	Contractor/ PEA	Check that carpools/ buses are used Review of grievance register	Contractor/ PEA	
D47. Community interaction	Engage/ communicate/inform communities. Ensure consultations with the local authorities and communities regarding the construction. Obtain local knowledge regarding chance finds and land acquisition matters.	Contractor/ PEA	Review of grievance register Minutes of consultation meetings	Contractor/ PEA	
	Initiate an efficient Grievance Mechanism to allow potentially affected individuals to raise their concerns.	Contractor/ PEA	Review of grievance register	Contractor/ PEA	
	Engage with the local community and potential affected households to understand their needs and identify the risk of damage to their livelihood basis through the Project (e.g. take of pasture land, lack of access to water). Should land acquisition be inevitable, a timely and fair compensation should be given to all affected persons.	Contractor/ PEA	Review of grievance register and meeting minutes Refer to Management Plan for Land Acquisition and Compensation if needed (See Annex F)	Contractor/ PEA	

Item	Mitigation, Management and Enhancement Measures	Responsibility for implementation	Monitoring Procedure	Responsibility for monitoring	Cost/Funding
D. Labour and relations with local communities					
D48. Damage to people and property	Ensure all contractors implement codes of conduct concerning employment and workforce behaviour (including but not limited to safety rules, zero tolerance for substance abuse, environmental sensitivity of the area, dangers of sexually transmissible diseases and HIV/AIDS, gender equality and sexual harassment, respect for the beliefs and customs of the populations and community relations in general).	Contractor/ PEA	Refer to Code of Conduct (See Annex A) Worker interviews, Review of grievance log	Contractor/ PEA	
	Ensure that site areas are provided with appropriate security, fencing, signage and lighting. Use hazard notices/signs/barriers to protect children and other vulnerable people from harm and prevent access to non-workers.	Contractor/ PEA	Inspection prior to the activities to check the H&S planning of construction site done, items installed Random site inspection Review of grievance register	Contractor/ PEA	
D49. Land acquisition and land take	Avoid to the extent possible land take of both formal and informal land owners/land users. If land take is inevitable, no forced eviction should take place. Owners should be compensated prior to access to land. Engage with the local community to understand the land ownership and land use.	Contractor/ PEA	Once during site selection Review of grievance log Follow up of land acquisition/compensation process Refer to Management Plan for Land Acquisition and Compensation if needed (See Annex F)	Contractor/ PEA	
D50. Traffic management	Ensure safe driving by Project personnel (e.g. through training/induction).	Contractor/ PEA	Review of training records of Driver as part of Induction training	Contractor/ PEA	
	Target signage and outreach activities to improve public awareness of traffic changes and potential hazards for high-risk sections of public roads, including near the site and laydown areas.	Contractor/ PEA	Inspection of traffic routes Review of grievance register Warning signs Minutes of Meetings	Contractor/ PEA	
D51. Fossils/ Archaeological Chance Finds	Establish specific procedures to manage the protection of archaeological and historical sites, chance finds and fossils. Ensure all finds of cultural heritage (e.g. graves, old ceramic, old building fragments) are reported immediately to the relevant authority and avoid excavation in the ultimate neighbourhood of a chance find, fence the chance find and await instructions from the competent authority.	Contractor/ PEA	Site inspection Notification records to relevant authority Training records, Records about chance finds	Contractor/ PEA	

Appendix 1: Do's and Don't Table

Topic	DO	DON'T
Land Use	• Prefer already disturbed areas for workers' accommodation, storage, workshop and the worksite. • Ensure that unexploded ordnance (UXO) clearance has been carried out for the project site/work area. • Clearly mark "No-go" areas (cultivated lands or fruit trees, wetlands, grave sites or any sensitive environment or social site/area). • Avoid proximity to schools, health posts and households with vulnerable families. • Clean up the worksite and rehabilitate the site to its original condition. • Rehabilitate all temporary access tracks, haul roads and any other disturbed areas outside of the approved working areas to their original condition.	• Do not enter any worksites and areas without permissions and approvals. • Do not damage any households and associated structures, cultivated lands, fruit trees or any other potential source of income. • Do not undertake any activity and park your vehicles outside of the working area borders.
Noise	• Limit working hours for noisy activities working hours close to schools, hospitals, residents, religious buildings, etc. • Turn off vehicle engines if not required. • Keep the noise level to acceptable limits.	• Do not undertake any noisy activity during night time.
Dust and Air	• Minimize traffic wherever possible and drive slowly. • Spray the unpaved roads with water if you're working close to schools, hospitals, residential areas, etc. • Revegetate the disturbed areas as soon as activity is completed. • Drive slowly not to generate dust.	• Do not store cement, sand, excavated material without cover sheets or shelters. • Do not clear the vegetation cover if it's not required.
Water	• Refuel the vehicles at least 30 m away water courses. • Fence the construction site adjacent to the sensitive areas such as natural water courses, ponds, drains. • Divert the runoff / water the construction sites or disturbed areas, using ditches.	• Do not use any natural water resources to supply water (e.g. springs, streams, lakes without approval of relevant authorities, local leaders. • Do not discharge of hazardous substances, chemicals, construction material and wastes d into water courses, ponds, drainage systems. • Do not block the water flow.

Topic	DO	DON'T
Waste	• Keep the working site clean and tidy. • Store hazardous waste using secondary containment and restrict access to hazardous waste storage area to prevent harm to construction staff, environment and public. • Perform on site sorting to separate liquid, organic, demolition material, hazardous and recyclables waste streams and identity the disposal pathway for each of them. • Use waste containers without any damages and leakages. • Reuse the excavated soil as much as possible for backfilling, landscaping and for other project areas where excavation material is required. • Collaborate with local authorities to transport and dispose waste in accordance with legal requirements.	• Do not burn any type of waste. • Do not dump waste at any unpermitted area and especially near watercourses. • Do not leave any sharp or dangerous objects (knives, box cutters, scissors, broken glass, etc.) that may attract children's attention living close to the construction site.
Employment and Labour Rights	• Implement a fair and transparent employment process. • Provide workers with clear and understandable information regarding rights via contract documents in local language.	• Do not discriminate any workers or job applicants on the basis of their gender, marital status, nationality, ethnicity, age, religion or sexual orientation. • Do not recruit children (under 18 years old) or use forced labour.
Code of Conduct	• Establish a Code of Conduct for worker-community interaction and on-site behavior. Oblige workers to adhere to code of conduct.	
Grievances	• Establish and maintain grievance mechanism accessible for workers.	
Community Safety	• Establish and maintain grievance mechanism for local communities adjacent to construction sites. • Secure worksites (temporary bridges, traffic controls, barricades, signs and warning lights). • Demarcate open trenches with high visible temporary fencing, undertake monitoring after rainfall, and prevent flooding of trenches. • Inform relevant authorities immediately in case of damages on utilities such as underground and aboveground electricity lines, water lines, gas lines, oil pipelines, etc. • Establish appropriate site boundary and access controls near settlements to prevent unauthorized entry to construction or activity sites especially by children (e.g. fencing of construction section in the vicinity of settlements or communities).	• Do not leave any holes and openings without secure fencing provided with fixed, clearly marked covers. • Do not exceed the speed limits.

Topic	DO	DON'T
Traffic Management	• Implement speed limits for all Project vehicles. • Equip vehicles with reverse signals. Ensure that truck drivers are accompanied by a flagman or watchman while reversing, unloading and loading. • Train all drivers on safety provisions. • Avoid routes with blind curves, blind intersections and very narrow roads alongside steep slopes. • Avoid routes that are frequently used by locals. • Use local traffic signage and collaborate with the responsible local authorities and communities. • Keep access roads in good condition and free from deposits, waste, construction material. • Use flagmen where appropriate and install clear and visible signage. • Avoid vehicle traffic during hours that children are travelling to and from school.	• Do not drive without a valid driver's license. • Do not use cell phones while driving.
Occupational Health and Safety	• Provide health and safety training to all Project employees and familiarize workers with the risks related with their activities. • Conduct risk assessment and define mitigation measures for each activity. • Record and report any workplace hazards or any incidents or injuries. • Provide the right PPE and make sure that all employees use them. • Keep PPEs in good condition and change them in case they are damaged. • Prohibit usage of alcohol or illegal drugs. • Use the right tool for the activity. • Use undamaged ladders if you need to climb up. • Implement good housekeeping to prevent trips, slips and falls. • Conduct daily tool-box talks / conversations on health and safety issues before starting works. • Conduct medical examination for all personnel before the activities start. • Provide sufficient drinking water for workforce. • Provide and maintain toilet facilities for workforce separately for female and male workers. • Provide one trained first aiders per 25 employees and adequate amount of first aid kits on site.	• Do not try to repair any broken equipment and machinery if you are not authorized. • Do not use of metal ladders close to overhead power lines? • Do not work without PPE. • Do not work alone or isolated.

Topic	DO	DON'T
Housekeeping	• Keep working areas clean and tidy. • Secure loose materials that have the potential to fall. • Keep aisles, stairways, passageways, ladders, etc. free of obstructions, materials, cables, chords, hoses, etc. • Keep materials away from the edge of excavations, trenches, roofs, etc. • Cover and secure open trenches, holes and other openings Avoid pools of stagnant water in working areas. • Undertake daily clean-up of activity area.	
Hazardous Material Management	• Store fuels, oils, chemicals and other hazardous materials on a suitably sized impervious and bunded base. • Label the containers clearly with content, handling, storage, expiration, and health and safety information. • Use drip trays during fueling and maintenance (e.g. changing oil) of equipment. • Install proper warning signs at hazardous material storage yards, lock gates and restrict access to authorized personnel. • Store hazardous waste using secondary containment and restrict access to hazardous waste storage area to prevent harm to construction staff, environment and public.	• Do not smoke close to hazardous materials.
Fire Prevention and Control	• Take all reasonable and precautionary steps to ensure that fires are not started as a consequence of Project activities on site. • Provide basic fire-fighting equipment available on site (including but not limited to, rubber beaters when working in grass/bush areas, at least one fire extinguisher of the appropriate type when welding or other 'hot' activities are undertaken). • Store flammable materials under conditions that will limit the potential for ignition and the spread of fires. • Train all employees on the fire risks and how to deal with any fires in case one occurs.	• Do not light fire for any reason, incl. waste burning. • Do not throw your cigarette butts on the ground.

Annexure III

Template for Land Acquisition and Compensation Plan - LACP

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APPENDIX: ENTITLEMENT AND COST MATRIX

Introduction

The Project Executing Agency (PEA) <*Name of the PEA*> is planning as set of activities <*Name intervention, e.g. school, water distribution system etc.*> ("the Project"). The Project will be implemented at a site in <*Name of location/ village/ country*>. The activities will be executed by the contractor (Contractor) <*Name of the Contractor*> with the following sub-contractors: <*Name of the sub-contractors if known already*>.

The purpose of this Land Acquisition and Compensation Plan (LACP) is to identify the households affected by land acquisition or land use restrictions as a result of the Project and to define suitable mitigation, compensation and other forms of support to them. The objective is to assist the affected households in developing their social and economic potential and to improve or at least restore their incomes and living standards to pre-Project level.

This LACP provides information on:

- Land acquisition planned for the Project;
- Expected socio-economic impacts and groups of affected people;
- The Entitlement Matrix in tabular format with details on entitlements to compensation measures under the provisions of this LACP, referring to different impacts;
- Provisions, responsibilities and processes to implement the LACP; and
- Timeframe for engagement and LACP implementation.

Project description and potential imapcts

Include a short Project description based on available documentation and site observations (in alignment with the overall Project Environmental and Social Assessment Report (ESAR) if existent) including Project Context and Project Activities.

Include a map of the area with the planned project and affected lands.

Describe the scope and scale of land acquisition and impacts on structures and other fixed assets.

Explain how economic resettlement was strived to be avoided and why this attempt was not successful by describing alternatives.

Project Affected People

Include a concise and factual description of the people affected by economic resettlement:

- *Amount of land affected by acquisition*
- *Current land use*
- *Income sources and general socio-economic situation of the affected household(s)*
- *Types of impact (e.g. permanent loss of land, temporary loss of land, loss of access to land, loss of income, etc)*
- *Types of affected households (land owner with a formal land title, land owner without a formal land title land user, community land etc.)*

Use the table proposed in Appendix 1 to list all project affected people for each household and their relation to the Household Head (HH)

Legal and Institutional Framework

Explanation of national law and practice relating to

- *Land acquisition*
- *Formal, informal, customary titles*
- *Expropriation*
- *Compensation*
- *Vulnerable groups*
- *Eligibility rules to compensation*
- *Validation approach*

Findings of an analysis on the identification of agencies responsible for resettlement activities and NGOs that
may have a role in project implementation, including providing support for displaced people. A rapid assessment of the institutional capacity of such agencies and NGOs as well as the need for capacity development.

Compensation approach / Entitlement Matrix

Include a description of the compensation approach including the definition and criteria for determining the eligibility for compensation or assistance as well as cut-off dates. The methodology for valuing and determining replacement costs or levels of compensation also needs to be described.

The results of the analysis can be presented in form of the Entitlement Matrix (see Appendix 2). This table shall include compensation packages for each project affected person and needs to be treated as confidential.

Public consultation and stakeholder engagement

This section should include a description of the strategy for consultation with, and participation of, project affected people and project stakeholders in the design and implementation of the resettlement activities. It should include a summary of the views expressed during the engagement process and how these views were taken into account, including decisions made on the different alternatives.

This section should also include the Project's grievance procedure (aligned with the Stakeholder Engagement Plan if available). Project affected people need to be properly informed about how to file grievances or how to take legal action against the economic resettlement.

Table 1 Summary of stakeholder engagement

Stakeholders met	Date	Topics covered	Concerns	Response by the Project
Who?	*When?*	*What?*		

Implementation schedule

Provide anticipated activities, responsibilities and dates for the implementation of the LACP and how these steps/dates are linked to the overall project.

Table 2 Summary of the Key LACP Steps

Summary of key steps	Responsibility	Indicative date

Include an outline of the planned schedule for the land acquisition activities, e.g..

- *Identify affected households*
- *Notify affected households*
- *Implement land acquisition/ sign purchase contracts*
- *Conduct resettlement (if any)*
- *Provide supporting measures for livelihood restoration*
- *Conduct Monitoring*

Monitoring of implementation;

The overall objectives of monitoring in the LACP context are to verify the following points:

- Actions and commitments described in the LACP are implemented fully and on time;
- All PAP are considered according to their entitlements.
- Project Affected People understand their rights;
- Vulnerable people have been assisted according to their special needs (illiterate, deaf, not able to walk);
- Special attention was paid to reach out to female PAP;
- Eligible PAP receive their full compensation entitlements or other mitigation measures within the agreed time;
- LACP compensation and livelihood support are effective with regard to the enhancement or at least the restoration of livelihoods;

- Complaints and grievances expressed/submitted by affected households are followed up and resolved and that, where necessary, corrective actions are implemented;
- If necessary, changes in LACP procedures are made to improve delivery of compensation/assistance to affected households; and

The overall responsibility of monitoring is with the PEA. The monitoring will be performed by internal or external staff who will receive training with regard to monitoring techniques and recording of monitoring results. Additional experts may be included in monitoring activities on an as-needed basis.

Include a description of how monitoring arrangements are considered within the Project. Specify key performance indicators, methodology, frequency, responsibilities and timelines for monitoring. Third party monitors should be engaged in order to ensure full transparency and objective data gathering in the monitoring process.

Cost and budget

Provide details on the categorized cost estimates for all resettlement activities, including:

- Allowances for inflation, population growth, and other contingencies;
- Timetables for expenditures;
- Sources of funds; and
- Arrangements for timely flow of funds.

Appendix 1 – Suggested table of the Project Affected People census

List of Project Affected People

Name	Sex	Age	Relation to HH	Occupation	Level of education	Vulnerability	Category of PAP

Appendix 2 – Suggested content of the Entitlement Matrix

Entitlement Matrix

Category of Project Affected Person	Type of loss	Entitlements				
		Compensation for loss of structures	Compensation for loss of assets	Compensation for loss of Income	Moving allowance	Other assistance
Land Owner	*Loss of land used for cultivation of crops*					
Land User	*…*	*…*				

Annexure IV

Exemplary Table of Content of a SEP

The following exemplary table of content shall be used or amended accordingly to the impacts and risks of the Project

1. Introduction

1.1 Project Description

1.2 Public Consultation and Project Design, Construction and Operations

1.3 Project Purpose and Objectives

1.4 Total Project Cost ad Associated Financiers and Lenders

2. Public Consultation Regulations and Requirements

2.1 Local Regulations and Requirements

2.2 International Best Practice

3. Previous Public Consultation and Disclosure Activities

- Summarize all public consultation and information disclosure activities to date. This should include the types of information disseminated, the locations and dates of meetings, descriptions of those individuals/groups involved.
- An overview of issues discussed, how they were responded to and how they were communicated back to the concerned publics.

4. Stakeholders

- Provide an inventory of key stakeholder groups who will be informed and consulted about the project.
- Account for inter- and intra- social dynamics across all stakeholders, identifying under-represented and vulnerable groups.

5. Stakeholder Engagement Plan

5.1 Goals of the Plan

5.2 Methods for Information Dissemination and Public Consultation

5.3 Information Disclosure and Public Consultation

5.3.1 Issues Scoping

5.3.2 ESIA Review

5.3.3 Construction and Operations

6. Schedule and Timetable

- Provide a schedule detailing when public consultation and information disclosure will occur, with which stakeholder groups, at what stages of the project's process/project cycle, and through what formats.

7. Resources and Responsibilities

- Indicate budgets allocated to the realisation of all activities foreseen in the Plan
- Indicate management and expert staff devoted to, and responsible for, the public consultation and disclosure programme.

8. Grievance Mechanism

- Describe how the operation- affected people can bring their concerns to the project authority and how they will be considered and addressed.

9. Monitoring and Reporting

- Identify where and when the results of public consultation and information disclosure will be reported. This should include at a minimum reporting on the results of consultations at the draft ESIA stage and

Guidance for the implementation of stakeholder engagement activities

Stakeholder Engagement activities may be but not be limited to:

- Gathering of all the people concerned by meaningful means (publication of an open invitation in local newspapers, radio, etc. and specific invitations in collaboration with adjacent communities) and at least two weeks in advance of each meeting. The nature, frequency, and number of the engagement meetings (if required separate meeting for different stakeholder groups to facilitate participation) shall be determined by the Tenderer as appropriate for the project nature and context;
- Every effort should be taken to include broad representation from all stakeholder groups with particular attention to include potentially marginalized or vulnerable groups;
- Presentation of the project during the meeting with adapted and appropriate languages:
- The Tenderer will have to present the project in the less technical way, and the nearest to the population's concerns;
- The presentation should include a clear summary of the main information contained in the ESIA, and especially the information related to potential positive or negative impacts of the project and the measures to be implemented to avoid, mitigate or compensate harmful consequences of the project on the human and natural environment. It should also contain a situation plan detailing the borders of the predictable area impacted by the Project.
- Organization of a debate session to answer the questions raised by people attending the meeting; and
- Efforts should be made to accurately and thoroughly document the meeting attendees, their affiliation, gender, profession, views and concerns as well as all questions and answers and signed attendance sheet.

In addition, the Tenderer should note the following in the preparation of the proposal for this work:

- Stakeholder engagement activities need to satisfy host country legal requirements, guidelines and formats.
- Engagement meetings will be well advertised, at least two weeks in advance of each meeting. The communication mechanisms shall be culturally appropriate and be defined within the Tenderers proposal.
- Every effort should be taken to include broad representation from all stakeholder groups with particular attention made to include potentially marginalized or vulnerable groups such as women and lower income groups. Efforts should be made to accurately and thoroughly document the meeting attendees, their affiliation, gender, profession, views and concerns.
- The nature, frequency, and number of the engagement meetings shall be determined by the Tenderer as appropriate for the Project nature and context.

PART – III

CONSULTING CONTRACT

dated

__.__.2026

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 preparation of Detailed Project Reports (DPRs) for providing Underground Sewerage Scheme (UGSS) in Sivakasi Corporation & Thirunindravur Municipality and Revamping and Rehabilitation of existing UGSS in Tiruchendur Municipality & Kumbakonam Corporation

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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

Paragraph 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[26].[27]

"**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

[26] 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.

[27] 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 immediatly 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

(a) 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:

(b) 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

(c) 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.

Paragraph 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 subsitutes) no longer be available. The contact persons shall be set out in the Special Conditions.

Paragraph 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 neglicence, 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 develop-ments; 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 subsitute) 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.

Paragraph 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 PENALITIES 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.

Paragraph 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.

Paragraph 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*].

Paragraph 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 GUARANTESS

Not Applicable

Paragraph 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 preparation of Detailed Project Reports (DPRs) for providing Underground Sewerage Scheme (UGSS) in Sivakasi Corporation & Thirunindravur Municipality and Revamping and Rehabilitation of existing UGSS in Tiruchendur Municipality & Kumbakonam Corporation

BMZ no. _____ as further specified in Annex 3.

"Commencement Date": __.12.2026

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), TNUIFSL Towers, 3rd Floor, Block H1, 3rd Avenue, Anna Nagar East, Chennai - 600102**

Email: **pandian@tnuifsl.com**

Phone:

Fax:

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

DMA, ULBs and 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,
TNUIFSL, TNUIFSL Towers, 3rd Floor, Block H1, 3rd Avenue, Anna Nagar East, Chennai - 600102

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 for _____

Payment Schedule in %

Payment Schedule in Amount (Rs.)

S. No	Deliverables	Payment %
1.	Inception Report	15
2.	Interim Report	30
3.	Draft Final Report and Draft BidDocument	30
4.	Stakeholder Consultations and Dissemination Report	5
5.	Final DPR and Final bid documents	20
	Total	**100**

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 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 5.6: Payment deadline

PDGF will make the payment to consultants, (Lead consultants in case of JV) within 45 days on receipt of invoice after approval of the report stage wise / receipt of the letter (acceptance letter) / Minutes of meeting from DMA / approval of MD, TNUIFSL. The consultant to raise invoice only after approval of reports.

The compensation for rate will be 0%.

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

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 **Additional Chief Secretary to Government, Municipal Administration and Water Supply Department, Government of Tamil Nadu** and the appointment shall be binding for the Parties[28].

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.**

Possible providers of mediation services include: International Chamber of Commerce (ICC), / , or the Centre for Effective Dispute Resolution (CEDR), , or the International Mediation Institute (IMI), http://www.imimediation.org/about-imi; Fédération International d'Ingenieurs Conseil (FIDIC) .

(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
3	Letter of 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	Time schedule for Activity and Staffing
7	Cost Calculation and Invoicing Table
8	Consultant Bid

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("**Contract**")[29]

To: (**"Project Executing Agency"**)

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")[30] 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 (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*

[29] 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*".

[30] 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.

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 [31] (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.

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

5. In the case of 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 of[32]: _____

Signature: Dated:

Declaration of tax conformity – binding confirmation for legal persons

[32] 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.

Annexure 1

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))

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)

Annex 2

Minutes of Negotiation

Annex 3

Letter of 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]*
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	
If 8./9. Equipment / Miscellaneous items are part of lump sum service price add relevant column(s)				
			Total Package A – Lump Sum Services	

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

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

The Consultant's Financial Bid