

 <p>हिमाचल प्रदेश सरकार</p>	<p><b>Himachal Pradesh Forest Ecosystem Climate Proofing Project</b>          Forest Complex ,          Dharamshala.          District Kangra          Himachal Pradesh-176215          Phone: 01892-223000, 223002          Email: <a href="mailto:cpd-kfwhp@hp.gov.in">cpd-kfwhp@hp.gov.in</a></p>
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**Himachal Pradesh Forest Department (HPFD)  
 Himachal Pradesh  
 German Financial Cooperation with India  
 Himachal Pradesh Forest Ecosystem Climate Proofing  
 Project (HPFECPP)**

BMZ ID 2013 65 154

**Selection of Consultancy Firms  
 for  
 Audit of Village Forest Management Societies  
 for Years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23  
 Funds disbursed under Grant in Aid  
 Method of Procurement : e-procurement - QCBS One Stage - Two envelopes -  
 Lumpsum**

**August 2023**

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Chief Project Director  
 Himachal Pradesh Forest Ecosystem Climate Proofing Project  
 Address: Forest Complex , Dharamshala, District Kangra, Himachal Pradesh - 176215  
 Phone: 01892-223000, 223002  
 Email: [cpd-kfwhp@hp.gov.in](mailto:cpd-kfwhp@hp.gov.in)

S.No.	Particulars	Details
1	Name of Consultancy	Audit of Village Forest Management Societies for Financial Years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 Funds disbursed under Grant in Aid
2	RFP number	D12/2023
3	Date of uploading of RFP Documents (online) (Publishing date)	01.08.2023
4	Document download start date (online)	01.08.2023 at 15:00 hrs
5	Pre-Bid meeting	16.08.2023 at 15:00 hrs up to 17:00 hrs
6	Technical and financial bid submission starting date (online)	01.08.2023 at 17:00 hrs
7	Technical and Financial bids submission closing date (online)	05.09.2023 till 11:00 hrs
8	Technical Bid opening	05.09.2023 at 12:00 hrs up to 17:00 hrs
9	Financial Bid opening	12.09.2023 at 12:00 hrs up to 17:00 hrs
10	Contract Period	Four months from date of signing of contract/agreement
11	Validity period of Bids	180 days from the bids submission closing date
12	Mode of selection of Contractor	Open Tender by e-tendering mode. QCBS / 1 Stage / 2 Envelopes
Note: In case of any mismatch in key dates, the dates shown on e-portal shall be final. For more details, please refer to e-procurement website: <a href="http://www.hptenders.gov.in">www.hptenders.gov.in</a> . Clarifications, Corrigendum or amendments, if any, shall be uploaded on this website only.		



## Himachal Pradesh Forest Ecosystem Climate Proofing Project

Forest Complex ,

Dharamshala.

District Kangra

Himachal Pradesh - 176215

Phone: 01892-223000, 223002 Email: [cpd-kfwhp@hp.gov.in](mailto:cpd-kfwhp@hp.gov.in)

### Notice Inviting E-Tender

#### **Request for Proposal for Audit of Village Forest Management Societies for Financial Years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 Funds disbursed under Grant in Aid**

**RFP No. D12/2023**

**Date: 01.08.2023**

1. The KfW, German Development Bank in partnership with Himachal Pradesh Forest Department (HPFD), Govt of Himachal Pradesh is undertaking the Himachal Pradesh Forest Ecosystems Climate Proofing Project (HPFECPP). The project objective is to make selected forests and linked communities more resilient to impacts of climate change.
2. Himachal Pradesh Forest Ecosystems Climate Proofing Project (HPFECPP) intends to hire the service from eligible bidders for **Audit of Village Forest Management Societies for Financial Years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 Funds disbursed under Grant in Aid** as part of this project.
3. Chief Project Director, Himachal Pradesh Forest Ecosystems Climate Proofing Project (HPFECPP) in Himachal Pradesh, invites proposals from eligible Consultancy Firms for Consultancy for **Audit of Village Forest Management Societies for Financial Years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 Funds disbursed under Grant in Aid** through Himachal Pradesh Forest Ecosystems Climate Proofing Project (HPFECPP).
4. **Eligibility Criteria for participating Consultancy Firm:**
  - (i) For Indian bidder, the Consultancy Firm should be registered under any Statute in India and have Service Tax Registration and PAN [to provide all Certificate of Registration including certificate of incorporation]. For international / non-Indian bidders, the Consultancy firm shall be duly registered according to the respective applicable national legislation.
  - (ii) Consultancy Firm should have at least 5 years of existence.
  - (iii) Consultancy Firm should have similar and specific experience defined as per GCT 5.02 of RFP:
    - a. Similar experience: 6 similar experiences in last 5 years;
    - b. Specific experience: 4 specific experiences in last 5 years;
  - (iv) Average annual turnover of the bidder for the last three financial years ending on 31<sup>st</sup> March 2023 should be equal to or greater than INR 30,00,000 [to provide copies of audited Financial Statements for all the 3 years].
  - (v) Submission of a "Declaration of Undertaking" by the bidder signed with legal effect pursuant to Section 5 of the bid document.
5. Interested Consultancy Firms may download the complete Request for Proposal (RFP) Document, from tender / procurement section on the website [www.hpforest.nic.in](http://www.hpforest.nic.in) / [www.hpfecpp.in](http://www.hpfecpp.in) / [www.hptenders.gov.in](http://www.hptenders.gov.in) from **01.08.2023 at 15 hrs onwards**. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website. No liability will be accepted for downloading the incomplete document.
6. Proposal can only be submitted online before **05.09.2023, 11:00 am** on [www.hptenders.gov.in](http://www.hptenders.gov.in).
7. A Pre-proposal meeting either physically or through online mode will take place on **16.08.2023 at 15:00 hrs in Conference Hall, Forest Complex Dharamshala, Himachal Pradesh**.

Queries if any, be addressed on official mail id [cpd-kfwhp@hp.gov.in](mailto:cpd-kfwhp@hp.gov.in) till **15.08.2023 upto 17:00 hrs.** Link for online Pre-bid meeting will be shared before meeting to the bidders. Clarification, Corrigendum or amendments, if any, shall be uploaded on website [www.hptenders.gov.in](http://www.hptenders.gov.in) only.

8. The proposals will be evaluated based on the information provided by the Consultancy Firms. The eligibility criteria will be first evaluated as defined in RFP for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria. The Consultant will finally be selected using Quality-cum-Cost Based Selection (**QCBS**) method.
9. Chief Project Director, HPFECPP reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds.

**Chief Project Director, HPFECPP**

## CONTENTS

Section	Page
Section 1 – LETTER OF INVITATION .....	6
Section 2 - CONDITIONS OF TENDER (including Special Conditions of Tender (SCT)).....	7
1 Chapter – 1 - Tender procedure .....	7
2 Chapter – 2 – Contents of the tender.....	9
3 Chapter – 3 - Payment conditions .....	13
4 Chapter – 4 - Organisation of services .....	14
5 Chapter – 5 - Tender evaluation .....	15
6 Chapter – 6 - Other .....	17
7 Chapter – 7 - Special conditions of tender (SCT).....	18
Section 4. – FINANCIAL PROPOSAL – STANDARD FORMS .....	37
Section 5 – DECLARATION OF UNDERTAKING.....	41
Section 6 - TERMS OF REFERENCE AUDIT OF VFMS FOR FINANCIAL YEARS 2017-18, 2018-19, 2019 20, 2020-21, 2021-22 AND 2022-23 FUNDS DISBURSED UNDER THE GRANT IN AID .....	44
Section 7 – STANDARD CONTRACT DOCUMENT .....	53
§ 1 General Provisions.....	57
§ 2 The Employer.....	59
§ 3 The Consultant .....	60
§ 4 Commencement, Completion and Amendment of the Services.....	61
§ 5 Remuneration .....	63
§ 6 Liability.....	64
§ 7 Insurance .....	64
§ 8 Disputes and Arbitration Procedure .....	64
SPECIAL CONDITIONS.....	65
Section 8. – PROCEDURE FOR PARTICIPATING IN E-TENDERING.....	76
Section 9. – ELIGIBILITY CRITERIA.....	78
Section 10. – KFW POLICY – SANCTIONABLE PRACTICE – SOCIAL AND ENVIRONMENTAL RESPONSIBILITY.....	79

## SECTION 1 – LETTER OF INVITATION

Ref: D12/2023

Date:01.08.2023

From:

Chief Project Director  
Himachal Pradesh Forest Ecosystem Climate Proofing Project  
Forest Complex , Dharamshala, District Kangra, Himachal Pradesh - 176215  
Phone: 01892-223000, 223002, Fax: 01892-223002  
Email: [cpd-kfwhp@hp.gov.in](mailto:cpd-kfwhp@hp.gov.in)

To:

### All Prospective Bidders

1. Chief Project Director, Himachal Pradesh Forest Ecosystem Climate Proofing Project invites online proposals to provide the following consulting services:  
**Audit of Village Forest Management Societies for Financial Years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 Funds disbursed under Grant in Aid.**
2. The Background Information and Terms of Reference for the Consulting services are provided in Section 5 of the RFP.
3. This RFP is available to all eligible prospective consulting firms on [www.hptenders.gov.in](http://www.hptenders.gov.in).
4. A firm will be selected under **Quality cum Cost Based Selection (QCBS) Method** and procedures described in this RFP, in accordance with KfW consultant guidelines.
5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Conditions of Tender (including Special Conditions of Tender (SCT)).
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Declaration of Undertaking
  - Section 6 - Terms of Reference
  - Section 7 - Standard Contract Document
  - Section 8 - Procedure for Participating in E-Tendering
  - Section 9 - Eligibility Criteria
  - Section 10 - KfW Policy – Sanctionable Practice – Social and Environmental Responsibility
6. A Pre-proposal meeting will be held on the date notified in Notice Inviting Request for Proposals wherein all issues/clarifications sought by bidders will be discussed and finalized. The deadline for receipt of proposals shall be on the date mentioned in the Notice Inviting Request for Proposals.
7. HPFECPP reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Yours sincerely,

Chief Project Director  
Himachal Pradesh Forest Ecosystem Climate Proofing Project  
**Documents available on KfW's website [www.kfw.de](http://www.kfw.de)**  
Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries

## SECTION 2 - CONDITIONS OF TENDER (INCLUDING SPECIAL CONDITIONS OF TENDER (SCT))

### 1 CHAPTER – 1 - TENDER PROCEDURE

#### 1.01 General

The rules of the present Tender are in accordance with the latest version of the “KfW Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries.” before January 2019. These Conditions of Tender contain the General Conditions (Chapter 1 including 6) and the Special Conditions of Tender (SCT) for this particular tender (Chapter 7). The Special Conditions of Tender are referred to in the text by “⇒SCT” and summarised in Chapter 7.

Bidders are advised to thoroughly study both the General and the Special Conditions to avoid downgrading or rejection.

#### 1.02 Project Executing Agency

The Project Executing Agency subsequently called PEA is indicated in the ⇒SCT.

#### 1.03 Presentation of Tender (e-tendering)

The procedure for participation in e-tendering is indicated in the ⇒SCT. as well as in Section 8.

If financial information is included in the Technical Proposal, **the Tender shall be rejected.**

The package shall display the following information:

- the name of the institution and the address where Tenders have to be sent to;
- the title of the call for Tenders such as indicated in the invitation letter;
- the Tenderer's name.

#### 1.04 Language of the Tender

The technical and financial proposals as well as all communication related to the present Tender shall be prepared in the language indicated in the ⇒SCT.

#### 1.05 Submission of Tender(Online tender)

The procedure for submission of tender through e-tendering is indicated in the ⇒SCT as well as in Section 8.

The deadline for receipt of Tenders is specified in the ⇒SCT. All Tenders received after that deadline will be rejected automatically without being evaluated. (As applicable for online tenders)

#### 1.06 Validity Period of Tenders

Unless otherwise stated in the ⇒SCT the period of validity of the Tenders counted from the bids submission closing date is 180 days.

#### 1.07 Information Visit to Site and Pre-Bid Meeting

Tenderers may carry out an information visit to the sites in order to familiarise themselves with the local conditions relevant for the execution of the services to be provided. Interviews may be arranged with the PEA. Tenderers shall contact the addresses indicated in the ⇒SCT in due time before the visit to announce themselves and to allow for appropriate arrangements. It is understood that all information visits to the site are at the Tenderer's own expense and risk.

A pre-bid meeting for all Tenderers is scheduled at the date and place indicated in the ⇒SCT.

#### **1.08 Request for Additional Information**

Any question, communication or requests for additional information concerning this call for Tenders are only permitted through email up to the prescribed date. Such requests are to be sent/e-mailed to the address indicated in the ⇒SCT. If any clarification of the call for Tenders proves necessary, the answers will be communicated simultaneously in writing to all Tenderers. The same will be uploaded on website, and will be considered as communication made to all the prospective bidders.

#### **1.09 Amendments to the Tender Dossier**

Any change made to the Tender dossier during the Tender period by the PEA will be communicated forthwith to all prospective Tenderers who have been provided with the Tender documents, together with notice of any extension of the Tender period which the PEA in accordance with KfW may consider necessary to enable Tenderers to take account of such a change. The same will be uploaded on website, and will be considered as communication made to all the prospective bidders.

#### **1.10 Association**

Pre-selected Consultants/Consortia may form an association with other pre-selected Consultants/Consortia only with the prior approval of the PEA and KfW. Any substantial amendments to the composition of a pre-selected Consultant or the association of an additional or new partner must be justified by the Tenderer and be approved by the PEA and KfW. Otherwise, the PEA and KfW reserve the right to exclude the applicant from the Tender procedure. The Tenderer shall present his request not later than two (2) weeks before submission date.

#### **1.11 Eligible Consultants – Eligibility Condition**

Eligibility Criteria for participating Consultancy Firm are indicated in the ⇒SCT

#### **1.12 Tender Opening – E – Procurement**

Bids shall be opened online and the bidders may view the status of bid opening online in the e-Tendering platform as indicated in the ⇒SCT



## 2 CHAPTER – 2 – CONTENTS OF THE TENDER

### 2.01 Technical Proposal

Unless otherwise stipulated in the ⇒SCT the technical proposal shall contain:

#### a) Critical Analysis of Project Objectives and Terms of Reference (TOR)

The Tenderer is explicitly encouraged to present a detailed critical analysis and the Tenderer'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) Proposed Concept and Methods

This section will contain:

- Conceptual and methodological approach proposed to carry out the services. In this context, the Tenderer is explicitly encouraged not to repeat the TOR but to show the suitability of his concept in regard to the TOR and his comments made on these;
- A working programme (bar chart) showing clearly the different project phases as well as the main tasks planned, their duration and their interactions. The chart shall also include milestones, deadlines for discussions, decisions and submission of reports;
- A staff assignment matrix clearly showing the proposed team of experts, backstopping and supporting staff and the activities for which they will be assigned.
- A staffing schedule clearly showing times and places of effective assignment for each professional. The chart shall be completed or accompanied by a table stating the responsibilities and precise periods of duty for each professional by places of assignment. These periods shall be broken down to each project phase. In this table the assignment of expatriate and local staff will be treated separately. The Tenderer 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 Tenderer has to describe how the execution and co-operation between site and home office staff is assured;
- A statement of work organisation and an organisation chart showing the Tenderer's (association's) internal organisation as well as the interactions with the PEA and KfW as well as with other stakeholders. Responsibilities within the project team have to be defined;
- Envisaged back-up services 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;
- Procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the PEA and KfW. Plain reference to ISO 9001 is not considered to be adequate;
- Planned logistics and facilities for the execution of the services.

The Tenderer is invited to comment those items of the above mentioned fields that require additional explanation. The texts and information should be compiled and presented in a way that is related to the project. Tenderers shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred.

#### c) Key Staff

The Tenderer shall provide a detailed description of tasks to be performed by each team member (including back-up staff in the home office) as well as details on the selection and experience of the proposed members with regard to their tasks.

Furthermore, the Tenderer shall provide updated curricula vitae (CV) of the proposed key staff and professional support staff according to the model given in **FORM TECH-6 - Presentation of Curricula Vitae & Presentation of Staff Characteristics**. Key staff should have adequate

education, professional experience and experience in the region. Unless stipulated otherwise in the ⇒SCT, region includes the country and neighbouring countries with similar political, socio-economic and cultural conditions. It is particularly expected that key staff has project- and job/post-related experience and has completed similar tasks in similar projects of similar magnitude and with international financing. The CV shall indicate whether the proposed staff member is part of the Tenderer's permanent personnel or not. To support transparency and for ease of evaluation the Tenderer has to summarise the essential data of proposed key staff according to the Table in **FORM TECH-6 - Presentation of Curricula Vitae & Presentation of Staff Characteristics**. In case of ambiguities the CV prevails. Key staff presented in the Tenderer's proposal may not be replaced without the prior approval of the PEA and KfW. The Tenderer shall only replace staff with a person of equal or better qualification.

#### d) Sub-contractors

The Tenderer will clearly specify the services to be carried out by sub-contractors other than those being part of the Consultant/Association. This basically includes all additional services. He shall indicate the firms to whom he intends to sub-contract such services.

#### e) Declarations

The Tenderer shall provide the following declarations issued after the date of the invitation letter:

- Declaration of association duly signed by all partners and specifying clearly the type of association and the lead firm. Sub-contractors also need to submit a declaration of association.
- Declaration of affiliations (no conflict of interest): In a duly signed declaration, the Tenderer has to reveal any links with other firms which may present a conflict of interest in providing the envisaged services. He must give a binding declaration that, should he be awarded the contract, the firms with which he is associated will not intend to take part in the project in any form. For an association, all members must provide this declaration. Sub-contractors do not need to submit the declaration.
- Declaration of undertaking: A duly signed declaration pursuant to Section 5 - Declaration of Undertaking shall be included (one separate declaration for each member in case of an association). Sub-contractors do not need to submit a declaration of undertaking.
- Eligibility and technical which needs to be filled are indicated in GCT 2.01.
- The eligibility and technical assessment criteria are:

Eligibility Conditions (see Form Eli-1)

- (i) For Indian bidder, the Consultancy Firm should be registered under any Statute in India and have Service Tax Registration and PAN [to provide all Certificate of Registration including certificate of incorporation]. For international / non-Indian bidders, the Consultancy firm shall be duly registered according to the respective applicable national legislation.
- (ii) Consultancy Firm should have at least 5 years of existence.
- (iii) Consultancy Firm should have similar and specific experience defines as per GCT 5.02 of RFP:
  - a. Similar experience: 6 similar experiences in last 5 years;
  - b. Specific experience: 4 specific experiences in last 5 years.
- (iv) Average annual turnover of the bidder for the last three financial years ending on 31<sup>st</sup> March 2023 should be equal to or greater than INR 30,00,000 [to provide copies of audited Financial Statements for all the 3 years].
- (v) Submission of a "Declaration of Undertaking" by the bidder signed with legal effect pursuant to Section 5 of the bid document.

The agencies will be checked for eligibility , technical evaluation of only eligible agency will be done.

## 2.02 Financial Proposal

Based on the quantities of staff and other services the Tenderer will submit a Financial Proposal. All rates will be in the currency indicated in the ⇒SCT. In the case of construction supervision or training projects the Tenderer shall assume a contract period as indicated in the ⇒SCT for the purpose of a fair evaluation and comparison of the staff input and related costs. For contributions of the PEA related to d) – h) below refer to 4.04 and to the ⇒SCT.

The Financial Proposal shall contain the following information and be structured as detailed in Section 4.

a) Cost of Personnel for international and local/regional staff including monthly home office rate, including salary, social charges and overhead cost, bonus, vacation and sick leave, home office cost, all medical examinations, professional training, back-up services from home office (professional, personal and administrative), cost of IT equipment, company's professional insurance, risk and profit.

b) Allowance and accommodation for expatriates (hotel rent or provision of flat/house with provision of furniture and equipment through rent or purchase) and, if necessary, for local staff (per month).

c) International Travel Cost contain

- 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.) as a lump sum item per round trip.
- air fares for inspection flights, if any

d) Cost for Local Transport contain

- lease or rent of project vehicles or depreciation cost of vehicles owned by the Tenderer as lump sum item per month of operation (for acquisition of vehicles under the project budget and the related procedures refer to item g) hereunder);
- running cost of own or leased/rented vehicles as a monthly lump sum item per car including gasoline, oil, tires and other consumables, all risk insurance, maintenance and repair costs as well as costs for driver. Private use of official vehicles during off-duty time (if allowed) has to be specified in the Financial Proposal and a deduction of 20 % on the running cost has to be accounted for;
- cost for local air, road and rail travel, if any, as a lump sum item;
- taxi costs for local transport demand peaks.

e) Cost for the Local Project Office shall be offered as monthly lump sums, consisting of

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

f) Production of Reports shall be offered as lump sum item per copy of a specific report covering costs for report production (including freight and local distribution) as specified in the TOR or in the Technical Proposal. The cost of progress photographs, whether specifically taken and used for the reports or not, are included in the relevant lump sum item as well.

g) Procurement of equipment: The Financial Proposal shall include procurement of all office and work equipment like vehicles (other than leased/rented or owned by the Tenderer), furniture, appliances, survey, measuring and test instruments etc., which the Tenderer deems necessary for the execution of the project and which, after termination of his services, will be handed over to the PEA taking into account normal wear and tear under the operational conditions of the project. The respective cost shall be included as lump sum item. No handling charges will be accepted.

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

h) Miscellaneous costs include all expenses that might not be covered by the above categories. These costs should be expressed as lump sum items (preferably) otherwise they will be reimbursed in the currency as occurred upon presentation of documentary evidence. The following examples may fall under miscellaneous costs:

- additional services in accordance with Art. 2.01-d;
- 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;
- preparation and management of workshops and seminars;
- other budgets/provisional sums for various items, services or other expenses as already indicated in the model of statement of costs – if any.

Unless otherwise stated in the ⇒SCT taxes have to be indicated separately in the Financial Proposal.

Unless otherwise stated in the ⇒SCT no other cost items except those stated above will be accepted in the Financial Proposal and considered for payment. If the Tenderer considers an important cost component not covered by the above instructions, he may ask permission to include such item. Such a request shall reach the PEA and KfW not later than three (3) weeks before the deadline for online submission of bids. The result will be communicated as a circular letter to all Tenderers.

### 3 CHAPTER – 3 - PAYMENT CONDITIONS

#### 3.01 Currency

All payments will be made in the currency (currencies) indicated in the ⇒SCT.

#### 3.02 Taxes and Duties

Unless otherwise stated in the ⇒SCT the Tenderer shall prepare his offer under the assumption that he and his foreign staff shall be exempted from all taxes, duties, levies and other charges as stipulated in the Standard Consulting Contract of KfW.

#### 3.03 Price Adaptation

Unless otherwise indicated in the ⇒SCT all unit and lump sum rates presented in the Financial Proposal, with the exception of reimbursables, shall be considered fixed for a period of two (2) years from the end of the validity period. For services beyond that date, price adjustment will be accepted applying the following escalation formula:

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

$P_n$  = new revised price

$P_o$  = original price

$I_n$  = new index of the month the respective services are rendered

$I_o$  = original index of the month the validity expires

Price adjustment will be calculated using the index stipulated in the ⇒SCT.

#### 3.04 Terms of Payment

The Tenderer shall assume for the preparation of his Financial Proposal that payments will be made in the following sequence:

**Advance Payment:** After signing of the contract the Consultant may claim an advance payment as stipulated in the ⇒SCT. If the advance payment exceeds 150,000 EUR or 15 % of the total costs, an advance payment guarantee for the total amount as per attached model (Annex F of the KfW Standard Contract) is required. The advance payment has to be reimbursed during the first 2/3 of the completion period. The guarantee can be reduced accordingly.

**Instalments:** The instalments shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The first invoice for the first instalment shall be presented, at the earliest, 3 months after the contractually agreed commencement of the Services. **Final Payment:** the balance of 10% after acceptance of the Final Report by PEA and KfW and submission of the final invoice.

If the Tenderer requests changes in the disbursement schedule, he has to justify such a request adequately in his Proposal as an option. He may also make suitable and justified proposals for the conversion of reimbursable items to lump sums based on fixed rates. The final procedures and terms of payment will be defined during contract negotiations.

Unless otherwise stipulated in the Standard Consulting Contract or ⇒SCT all invoices for interim and final payments including the corresponding report have to be approved by the PEA.

Special payment or invoicing conditions – if any – are indicated in the ⇒SCT.

#### 3.05 Guarantees

Unless otherwise stated in the ⇒SCT neither a tender guarantee nor a performance guarantee is required.

## **4 CHAPTER – 4 - ORGANISATION OF SERVICES**

### **4.01 Project Duration**

The duration of the project from commencement of services until presentation of the draft final report is indicated in the ⇒SCT. Approval periods for review and comments by PEA and KfW are indicated in the ⇒SCT. These are included in the project completion period.

### **4.02 Services Required**

The services must satisfy in all respects the requirements laid down in the Terms of Reference (TOR) given in Section 6 - Terms of Reference which will be part of the Consulting Contract. The preparation of the Tenderer's proposal includes a critical verification of these services and, if necessary, their completion or modification according to the Tenderer's own assessment of the local situation and his professional experience in order to achieve the set project objectives. In this context, the local standards and laws will be respected.

### **4.03 Performance of Services**

The Consultant shall co-ordinate all his activities with the project co-ordinator designated by the PEA. All official communications to the PEA concerning the project are to be addressed simultaneously to KfW.

Unless stipulated otherwise in the ⇒SCT the Consultant will render his services in the project country. He will integrate the staff of the PEA as much as possible in his daily work in order to ensure a maximum of know-how transfer. In case services are to be performed outside the project country, the Tenderer shall submit detailed proposals in his technical offer.

### **4.04 Contribution of PEA**

The Tenderer will take into account in his financial proposal that the PEA will

- provide the Tenderer with all the information, data, documents, documentation, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project;
- ensure that the Tenderer has all the necessary permits to obtain further information (see above);
- support the Tenderer in obtaining all the necessary working permits, residence permits and import licences;
- provide other contributions as stipulated in the⇒SCT.

## 5 CHAPTER – 5 - TENDER EVALUATION

### 5.01 General

The selection of the Consulting firm for the execution of services will be made in accordance with the KfW's latest "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries". The latest version of the KfW Guidelines can be downloaded from KfW's website [www.kfw.de](http://www.kfw.de).

### 5.02 Technical Proposal

Only the envelope with the Technical Proposals will be opened on the submission date. Financial Proposals will remain sealed until the technical evaluation is completed (as per online procedure).

The quality of each technical proposal will be evaluated on a scale of 0 to 100 points, according to the criteria given in the  $\Rightarrow$ SCT, which will be examined in accordance with the requirements as indicated in the Terms of Reference.

If there are minor omissions in relation to the TOR points will be deducted. Omissions that restrict comparison with other bids, and disrespect of the proposed structure and content of the proposal may lead to the exclusion of the applicant.

### 5.03 Financial Proposal

After evaluation of the Technical Proposal, the Financial Proposals of those Tenderers will be opened whose technical Proposal achieved a minimum of 75%.

After correcting any arithmetical errors, the price quotations will be assessed using the total price (not including customs and excise duties, taxes, levies and other charges in the project country). Reimbursables can be adjusted for the purposes of the assessment or excluded from the assessment, if this is the only way to make price quotations comparable. Optional offers of services will only be included in the assessment of price quotations if all bidders were requested to submit such offers in accordance with the terms of the invitation to tender. Any items missing in individual offers but necessary will be added. This will be done on the basis of the highest price of the corresponding cost item of the other Tenderers.

If foreign and local currencies are accepted (see  $\Rightarrow$ SCT) local costs will be converted to Euro at the exchange rate of the submission date and that total cost will be used for the financial evaluation.

### 5.04 Final Evaluation

For the purpose of a combined evaluation the Technical Proposal of a Tenderer will be weighted 70% as follows:

$P_T = 70 * T / T_o$ , with

$P_T$  = attributed score for Technical Proposal,

$T$  = Tenderer's score in the technical evaluation,

$T_o$  = highest 'technical' score of all Tenderers.

Unless otherwise stipulated in the  $\Rightarrow$ SCT the Financial Proposal of a Tenderer will be weighted 30% as follows:

$P_F = 30 * C_o / C$ , with

$P_F$  = attributed score for the Financial Proposal (points),

$C$  = Tenderer's corrected price of the Financial Proposal,

$C_o$  = lowest corrected Financial Proposal.

The total score of the Tender is

$P = P_F + P_T$ .

The Tenderer who submitted the proposal with the highest total score will be invited for contract negotiations. The negotiations will clarify the work and methods to be used and any necessary staffing schedule adjustments. Fees and unit prices for incidental costs and services that were to be offered on a lump-sum basis pursuant to the Conditions of Tender are, in principle, not subject to negotiation as they were already taken into account in assessing the Financial Proposal. If the negotiations with the Tenderer having the highest score will not be successful, negotiations with the Tenderer placed next will be undertaken until an agreement will be reached.

#### **5.05 Consulting Contract**

The Technical and Financial Proposals of the successful Tenderer will become part of the Contract to be concluded. PEA and KfW, however, reserve the right to negotiate and adapt those parts of the Tenderer's proposal which are considered inadequate with the requirements of the work.

After receipt of KfW's approval, the Contract with the selected Tenderer will come into force upon signing by the Tenderer and the PEA and achievement of effectiveness of the Project funding.



## **6 CHAPTER – 6 - OTHER**

### **6.01 Unsuccessful Tenderers**

After the evaluation of the Technical Proposals the PEA will inform in writing those Tenderers that have not achieved the minimum required score. Their Financial Proposals will be returned unopened (as per online process at [hptenders.com](http://hptenders.com)).

After the conclusion of the negotiations and receipt of KfW's consent to the negotiated Contract, the remaining Tenderers will be informed in writing by the PEA about the rejection of their proposals.

### **6.02 Cancellation of Tender**

The tender procedure may be cancelled, prior to awarding the Contract, without thereby incurring any liability to the Tenderers, and notwithstanding the stage in the procedures leading to the conclusion of the Contract, if

- there was no adequate competition;
- none of the bids for services achieved the required minimum number of points;
- fundamental technical or financial aspects on which the invitation to tender was based have changed significantly prior to award of the contract; or
- the price quotations are obviously and clearly excessive. In that case, the alternative is either to hold a new tender procedure, with or without prequalification, or to commence negotiations on the price with the bidder who came first.

In the event of cancellation of the Tender procedure, Tenderers shall be notified thereof by the PEA. Such Tenderers shall not be entitled to compensation.

### **6.03 Other conditions**

Other tender conditions or constraints, if any, are indicated in the ⇒SCT.

## 7 CHAPTER – 7 - SPECIAL CONDITIONS OF TENDER (SCT)

Special Conditions of Tender (SCT) prevail over General Conditions of Tender (GCT).

GCT 1.01	The rules of the present Tender are in accordance with the latest version of the “KfW Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries.”
GCT 1.02	Project Executing Agency (PEA) is the: Himachal Pradesh Forest Department (HPFD).
GCT 1.03	Procedure for participation in e-tendering is as per section 8.
GCT 1.04	The language of the proposal and of all communication is English.
GCT 1.05	<p>The procedure for submission of Bids in e-tendering is:- Bidders shall submit their Bids electronically.</p> <p>Bidders shall only submit Bids electronically through NIC's e-Tendering Portal of Govt. of Himachal Pradesh, i.e. <a href="http://www.hptenders.gov.in/nicgep/app">www.hptenders.gov.in/nicgep/app</a>. Hard Copy submission of Bids are not permitted and shall not be accepted. Bidders should enroll online in the e-Tendering platform. Bidders shall obtain a Digital Signature Certificate (DSC) as prescribed in the e-Tendering portal to complete online enrolment and bid submission. The Bidder is advised to submit its bid online in the e-Tendering platform well in advance before the prescribed time.</p> <p>The electronic bidding submission procedures shall be: Bidders, who wish to participate in the bidding process, shall have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency. Online bids will have to be digitally signed and submitted in a Time stamped electronic sealed tender box on <a href="http://www.hptenders.gov.in/nicgep/app">www.hptenders.gov.in/nicgep/app</a>.</p> <p>The Bidder shall digitally sign and submit its bid online in the e-Tendering platform well in advance before the prescribed time. PEA will not accept bids submitted in manual form. The Bidder shall take due precaution to upload bid documents and price bid in the e-Tendering platform. 'E-Tendering' means submission of a digitally signed bid (by a valid digital certificate which has been issued by a licensed Certifying Agency (as approved by Controller of Certifying Agency) which is stored in Time Stamped electronic sealed tender box.</p> <p>Bidders shall take due care to ensure that the documents uploaded by them in e-procurements system are virus free. Employer shall not be liable for such rejections. The downloaded Bid forms shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. The bidders are required to download the bidding forms, print the forms, fill them, scan them and upload in envelope at the portal. The information on eligibility and qualification provided in the bidding forms only will be considered. Bidder will also provide reference of supporting documents provided in its support in the bidding forms. Employer shall not accept any responsibility for failures or breakdowns for systems other than in those systems strictly within the control of Employer and its e-procurement service provider. Bidders shall take due care to ensure purchase of Digital Signature Certificates requisite for tender submission in the e-Procurement portal, available of internet connectivity and requisite client software. Bidders are informed to get acquainted with the bid submission process in e-Procurement system by contacting the e-procurement cell of the Government of Himachal Pradesh.</p>

Please refer to [www.hptenders.gov.in](http://www.hptenders.gov.in) for further details. Bidders are solely responsible for safekeeping of their Digital Signature Certificate (DSC).

PEA, reserves the right to verify original copies of scanned documents uploaded by bidders and may seek additional documentary evidence on their technical proposals, which the bidders shall provide either online using the e-Procurement or in manual form. Bidders shall upload their bid documents in formats, which can be opened and read by open standard interfaces. Bidders shall not lock electronic files uploaded in their proposal with passwords of their choice. PEA reserves the right to reject password-locked files outright and not consider contents within such locked files for bid evaluation. In case the bidder who wishes to ascertain the grounds on which its bid was made non-responsive, may do so by submitting his appeal offline to the PEA. Such a case shall be addressed as per Procurement Guidelines of KfW.

PEA reserves the right to extend bid submission timeline or recall the tender if e-Tendering server is inaccessible or inoperative for a prolonged period of time within the last 24 hours of the bid submission due date. The Employer shall consult the e-Tendering service provider and seek its opinion and decide to extend the bid submission timeline in accordance with the technical explanation provided by the e-Tendering service provider. PEA reserves the right to verify original copies of scanned documents uploaded by bidders. The Bidder shall take due care to ensure that the documents uploaded by it in the e-Procurement system are virus free. If the documents uploaded by the Bidder could not be opened, due to virus during tender opening, the bid is liable to be rejected Only those bids marked as submitted, as acknowledged by a bid submission reference, at the bid submission time will be considered for evaluation.

**Tender Time Schedule (Key Dates):**

1	Date of Online Publication	01.08.2023
2	Document download start date (online)	01.08.2023 at 15:00 hrs
3	Date of uploading of RFP Documents (online) (Publishing date)	01.08.2023
4	Deadline for submission of queries	15.08.2023 upto 17:00 hrs
5	Pre-Bid meeting	16.08.2023 at 15:00 hrs up to 17:00 hrs
6	Technical and financial bid submission start-date (online)	01.08.2023 at 17:00 hrs
7	Technical and Financial bids submission closing date (online)	05.09.2023 till 11:00 hrs
8	Date of opening of Technical Bids	05.09.2023 12:00 hrs up to 17 hrs
9	Date of opening of Price Bids	12.09.2023 12:00 hrs up to 17 hrs

GCT 1.05

Address for correspondence :  
 Chief Project Director  
 Himachal Pradesh Forest Ecosystem Climate Proofing Project  
 Forest Complex , Dharamshala, District Kangra, Himachal Pradesh - 176215  
 Phone: 01892-223000, 223002, Fax: 01892-223002  
 Email [cpd-kfwhp@hp.gov.in](mailto:cpd-kfwhp@hp.gov.in)

GCT 1.06	Bid validity is 180 days from the bids submission closing date
GCT 1.07	<p>Tenderers may carry out an information visit to the sites in order to familiarise themselves with the local conditions relevant for the execution of the services to be provided. It is understood that all information visits to the site are at the Tenderer's own expense and risk.</p> <p>Address for Pre Bid Meeting: Conference hall, Office of Chief Project Director Himachal Pradesh Forest Ecosystem Climate Proofing Project Forest Complex , Dharamshala, District Kangra, Himachal Pradesh - 176215 Phone: 01892-223000, 223002, Fax: 01892-223002</p> <p>Date &amp; Time for pre bid meeting: 16.08.2023 15:00 hrs up to 17:00 hrs</p>
GCT 1.08	<p>Requests for additional information shall be sent via e-mail to the following address:</p> <p><a href="mailto:cpd-kfwhp@hp.gov.in">cpd-kfwhp@hp.gov.in</a>,</p>
GCT 1.11	<p>Eligibility Condition Fill Form Eli-1</p> <ul style="list-style-type: none"> <li>(i) For Indian bidder, the Consultancy Firm should be registered under any Statute in India and have Service Tax Registration and PAN [to provide all Certificate of Registration including certificate of incorporation]. For international / non-Indian bidders, the Consultancy firm shall be duly registered according to the respective applicable national legislation.</li> <li>(ii) Consultancy Firm should have at least 5 years of existence.</li> <li>(iii) Consultancy Firm should have similar and specific experience defines as per GCT 5.02 of RFP: <ul style="list-style-type: none"> <li>a. Similar experience: 6 similar experiences in last 5 years;</li> <li>b. Specific experience: 4 specific experiences in last 5 years.</li> </ul> </li> <li>(iv) Average annual turnover of the bidder for the last three financial years ending on 31<sup>st</sup> March 2023 should be equal to or greater than INR 30,00,000 [to provide copies of audited Financial Statements for all the 3 years].</li> <li>(v) Submission of a "Declaration of Undertaking" by the bidder signed with legal effect pursuant to Section 5 of the bid document.</li> </ul> <p>The bidders will be checked for eligibility, only eligible agency will be subject to technical evaluation.</p>
GCT 1.12	<p>Tender Document opening on E procurement to be done as:-</p> <p>Bids shall be opened online and the bidders may view the status of bid opening online in the e-Tendering platform.</p> <p>The Bidder shall submit its bid before expiry of the date and time for bid submission as specified in the e-Tendering platform. The system will automatically lock the tender as per the server clock. The Time followed in the portal is as per Indian Standard Time (IST) which is GMT+5:30. Bid opening date specified in the e-Procurement site shall be taken as the final date. PEA reserves the right to open bids on or after the announced bid opening date and time specified in the e-</p>

	<p>Procurement site <a href="http://www.hptenders.gov.in/nicgep/app">www.hptenders.gov.in/nicgep/app</a>. Bid submission and bid opening timelines will be defined as per online e-Procurement server clock only.</p> <p>The system will automatically lock the tender and disallow bid submission after the deadline for submission of bids.</p> <p>The withdrawal, modification, and resubmission as per rule of e-Procurement site <a href="https://wbttenders.gov.in">https://wbttenders.gov.in</a>.</p> <p>The technical bids recorded and opened at the time of opening shall be considered for evaluation.</p> <p>PEA shall prepare/download a record of the opening of Bids that shall include, as a minimum: the name of the Bidder and whether there are alternative proposals; and the presence or absence of a bid security.</p>
GCT 2.01	<p>Regional countries are: Nepal, Sri Lanka, Burma, Bhutan, Bangladesh, Pakistan.</p> <p>The following forms shall be submitted as part of the technical proposal:</p> <p>Eli – 1 - Eligibility Form</p> <p>Tech 1 – Technical Proposal Submission Form</p> <p>Tech 2 - Consultant's Organization and Experience</p> <p>Tech 3 - Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client</p> <p>Tech 4 - Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference</p> <p>Tech 5 - Work Schedule and planning for deliverables</p> <p>Tech 6A - Team Composition, Assignment, and Key Experts' inputs</p> <p>Tech 6B - Presentation of Curricula Vitae &amp; Presentation of Staff Characteristics Proposed position in the project (The credential shown in the CV has to be produced at the contract negotiation before award of the contract)</p> <p><u>Declaration of undertaking</u>: A duly signed declaration pursuant to <u>Section 5 - Declaration of Undertaking</u></p> <p><u>Other Declarations as per 2.01(e)</u></p>
GCT 2.02	<p>The following forms shall be submitted as part of the financial proposal:</p> <p>Fin 1 - Financial Proposal Submission Form</p> <p>Fin 2 - Model for Financial Proposal – Cost Break-down</p>
GCT 3.01	The currency of the proposal shall be Indian Rupees INR.
GCT 3.02	Indirect Taxes on the services will be levied as per indian law.
GCT 3.03	All units and lump sum rates presented in the financial proposal shall be considered fixed.
GCT 3.04	<p>Terms of Payment:</p> <ol style="list-style-type: none"> <li>1) 1<sup>st</sup> Instalment – Inception Report + Work Plan – 20%</li> <li>2) 2<sup>nd</sup> Instalment – Final VFMS-wise year-wise audit report and consolidated VFMS-wise summary report of the audit findings per DPMU – 40%</li> <li>3) 3<sup>rd</sup> Instalment – Draft consolidated DPMU-wise summary report of the audit findings – 20%</li> <li>4) Final Instalment – Final accepted deliverables – 20%</li> </ol>

	Non-submission of final accepted deliverables within stipulated period may attract a penalty of 0.5% of total contracted value per week basis after a grace period of 15 days of submission period.
GCT 4.01	The project duration is 4 months from the date of signing of contract/agreement.
GCT 4.01	Per Terms of Reference
GCT 4.03	Consultant will render his services in Himachal Pradesh, India, at Forest Divisional Headquarter at Dharamshala, Palampur, Nurpur, Dehra, Chamba, Dalhousie and Churah, except for Bharmour and Pangi Divisions; the audit of these two Divisions will be conducted at Forest Office Complex Chamba.
GCT 4.04	<p>Contribution by PEA:</p> <p>PEA will provide all the specific project documents required for carrying audit, namely:</p> <ul style="list-style-type: none"> <li>• The Micro-Plans, Six Monthly Plans, terms and conditions specified in the letters of grant, and approved procedures for implementation of an activity / use of fund.</li> <li>• All guidelines of relevant government orders pertaining to implementation of HPFECPP.</li> <li>• The by-laws of the VFMS.</li> <li>• GIA rules and regulations.</li> <li>• The MoUs between the DPMUs and VFMSs, as applicable.</li> <li>• Contracts and subcontracts with third parties, if any.</li> <li>• All program financial and progress reports; and statement of accounts, organizational charts; accounting systems descriptions; procurement policies and procedures; distribution procedures for materials, as necessary in order to successfully complete the required work.</li> </ul>

GCT 5.02

**Eligibility & Technical Evaluation:**

- 1) The eligibility checks will be done as per para GCT 1.11.
- 2) The tenderer who qualifies the eligibility criteria will be ranked based on the Ranking parameter given below GCT 5.02 (a) Ranking.
- 3) Only those bidders who achieve at least 70% of the points to be allocated will be selected for Technical assessment. If more than five bidders achieve that total, the top five ranking bidders will be selected.
- 4) The technical evaluation will be made using criteria at GCT 5.02 (b) Technical Assessment.
- 5) The marks obtained in Technical Assessment will be used for final evaluation as per GCT 5.04.

**GCT 5.02 (a) Ranking**

Ranking Criteria		Points	
1	Proof of experience of the Agency		35
1.1	Experience in handling similar projects: 6 to 10 Projects – 15 Marks 11 and more projects – 20 Marks	20	
1.2	Experience in the region or country in auditing Up to 6 projects – 10 Marks 7 and more projects – 15 Marks	15	
2	Experience in handling specific projects		65
2.1	Experience in handling specific projects: 4 to 8 projects – 30 Marks 9 and more projects – 35 marks	35	
2.2	List of key personnel available with experience in auditing. 4 to 6 staff – 5 Marks 7 to 10 staff – 10 Marks 11 and more staff – 15 Marks	15	
2.3	List of the key personnel permanently available to monitor and support the project team from the head office. (Minimum 4)	5	
2.4	Do the application documents meet the formal criteria, are they complete and are they specific to the project?	5	
2.5	Have done at least one specific assignment of value above INR 50,00,000	5	
Total		100	100

Only those bidders will be selected for Technical assessment who achieve at least 70% of the points to be allocated. If more than five bidders achieve that total the five with the highest number of points will be selected for technical evaluation.

### **GCT 5.02 (b) Technical Assessment**

The Technical assessment of the bids for services will be based on the following criteria:

Criteria		Points	
1	Concept and methods		30
1.1	Clarity and completeness of the bid	5	
1.2	Critical analysis of the project objective and the terms of reference	5	
1.3	Proposed concept and method, including the programme of work, the staffing schedule and monitoring and coordination mechanisms	20	
2	Qualifications of definitely assigned personnel (details of CV evaluation detailed below)		70
2.1	Partner / Audit Manager / Team Leader	35	
2.2	Project Auditors	35	
Total		100	100

### **Details of CV evaluation**

Key Experts' qualifications and competence for the Assignment:

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

- a) Position K-1: Partner / Audit Manager / Team Leader  
(one) Consultant [35]
- b) Position K-2 - K-3: Project Auditors (two) [35]
- Total points for criterion (2): [70]

The number of points to be assigned to each of the above positions shall be determined as per TOR considering the following sub-criteria and relevant percentage weights:

- 1) General qualifications (general education): [20%]
- 2) Adequacy for the assignment (experience in the sector / similar assignments):
  - Similar experience [20%]
  - Specific Experience [50%]
- 3) Relevant experience in the region: [10%]
- Total weight: 100%

GCT 5.02	<p>Similar Projects means – Audit of projects funded by Government or autonomous Government institutions.</p> <p>Specific Project means – Audit of Societies funded by Government or autonomous Government institutions.</p>
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## Section 3 – TECHNICAL PROPOSAL – STANDARD FORMS

**Checklist of Required Forms–Page limit for each form is given, bidders may be penalised for exceeding the limit of page**

Required	FORM	DESCRIPTION	Page Limit
√	Eli – 1	Eligibility Form	Fill the form and attach supporting documents
√	TECH-1	Technical Proposal Submission Form.	2 pages – form attached
√	TECH-1 Attachment	Proof of legal status and eligibility	2 pages – form attached
“√” If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	2 pages
“√” If applicable	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	2 pages
TECH-2 - Consultant's Organization and Experience.			
√	TECH-2A	A. Consultant's Organization	2 pages
√	TECH-2B	B. Consultant's Experience	20 pages
TECH-3 - Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.			
√	TECH-3A	A. On the Terms of Reference	1 page
√	TECH-3B	B. On the Counterpart Staff and Facilities	2 pages
√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	15 pages
√	TECH-5	Work Schedule and Planning for Deliverables	2 pages
√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	5 pages + pages required in CV Each CV should not be more than 5 pages, signed by the concerned person and counter-signed by the Team Leader

**FORM ELI-1 - ELIGIBILITY FORM**

SN.		INFORMATION REQUIRED	DOCUMENTS REQUIRED & IDENTIFI- CATION
1	Indian Consultancy Firms should be registered under any Statute in India and have Service Tax Registration and PAN [To provide all Certificate of Registration including certificate of incorporation].For international / non-Indian Bidders, the Consultancy Firm shall be duly registered according to the respective applicable national leg-islation.	Registration No .....  GST No. .....  Pan No.....	Certified copy of documents
2	Consultancy Firm should have at least 5 years of existence.		Registration certificate / deeds / documents establishing existence of firms
3	Similar Experience – 6 similar experiences in last 5 years.	Name of clients worked for in different years Information to be furnished in Tech 2(b)	Working certificates from clients / work order / other documents which justifies the claim
4	Specific Experience – 4 specific experiences in last 5 years.	Name of clients worked for in different years Information to be furnished in Tech 2(b)	Working certificates from clients / work order / other documents which justifies the claim
5	Average annual turnover of the bidder for the last three financial years ending on 31 <sup>st</sup> March 2023 should be equal to or greater than INR 30,00,000 [to provide copies of audited Financial Statements for all the 3 years].	<b><u>Turn over</u></b>  2020-21 INR.....  2021-22 INR.....  2022-23 INR.....	Audited financial statement and certificate from chartered accountant.
6	Submission of a “Declaration of Undertaking” by the bidder signed with legal effect pursuant to Section 5 - Declaration of Undertaking of the bid document.	Sign & Submit - Section 5 - Declaration of Undertaking -----	

## FORM TECH-1- TECHNICAL PROPOSAL SUBMISSION FORM

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{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. **Method of Procurement : QCBS One Stage - Two Envelopes.** We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

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

OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the GCT Clause 1.06
- (c) We have no conflict of interest in accordance with clause 2.01 (e) of Chapter 2 content of the tender
- (d) We meet the eligibility requirements as stated in tender document.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment

- (f) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for only in exceptional urgency reasons and substitution may lead to the termination of Contract negotiations & Key staff presented in the Tenderer's proposal shall not be replaced without the prior approval of the PEA and KfW. The Tenderer shall only replace staff with a person of equal or better qualification.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the India.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than 15 days of signing the contract.

We understand that the Client is not bound to accept any Proposal that the Client 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- CONSULTANT'S ORGANIZATION AND EXPERIENCE

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Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

### A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership<sup>1</sup>.

### B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 7 / 5 years.

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

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<sup>1</sup> Beneficial ownership shows all owners and major shareholders of the company, including any person or entity who enjoys the benefit of ownership including, but not limited to power of control and influence of the business transactions, receiving dividends or profit share. This includes direct or indirect ownership of the company (e.g. ownership by close relatives).

**Similar Experience (last 5 years)**

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in Rupees) Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }			{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}			{e.g., sole Consultant}

**Specific Experience (last 5 years)**

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in Rupees) Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }			{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}			{e.g., sole Consultant}

**FORM TECH-3- COMMENTS AND SUGGESTIONS ON THE TERMS OF  
REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE  
CLIENT**

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

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

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

## FORM TECH-4- DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE.

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

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

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}



### FORM TECH-5- WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

### FORM TECH-6A- TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...				Home	Field	Total
<b>KEY EXPERTS</b>														
K-1	{e.g., Mr. Abbbb, UK, 15.06.1954}	[Team Leader]	[Home] [Field]	[2 month] [0.5 m]	[1.0] [2.5]	[1.0] [0]								
K-2	e.g., Mr. Xxyyy, USA, 20.04.1969}													
K-3														
n														
<b>Subtotal</b>														
<b>NON-KEY EXPERTS</b>														
N-1			[Home] [Field]											
N-2														
n														
<b>Subtotal</b>														
<b>Total</b>														

- 1 For Key Experts, the input should be indicated individually for the same positions as required in TOR
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence, at Client's request.

Full time input  
 Part time input

## **FORM TECH-6B - Presentation of Curricula Vitae & Presentation of Staff Characteristics**

### **Proposed position in the project:**

The comprehensive Curricula Vitae of the definitely assigned personnel shall be presented in the form as shown below (EU-Format):

1. Family name:
2. First names:
3. Date of birth:
4. Nationality:
5. Civil status:
6. Education:

Institution	
Date: from (month/year) to (month/year)	
Degree(s) or Diploma(s) obtained	

7. Language skills, mark 1 (worst) to 5 (best) for competence:

Language	Reading	Speaking	Writing

8. Membership of professional bodies:
9. Other skills:
10. Present position:
11. Years within the firm:
12. Key qualifications (relevant to the project):
13. Specific country experience:

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

14. Professional similar experience record (projects):

Date: from - to (month/year)	
Location	
Company	
Position	
Description	

add more projects...

15. Professional specific experience record (projects):

Date: from - to (month/year)	
Location	
Company	
Position	
Description	

add more projects...

16. Others (e.g. publications):

Date

Expert's signature

### **Presentation of Staff Characteristics**

The following data have to be indicated for the key experts proposed for the different posts. They have to be backed unambiguously by details in the CV. In case of contradictions found during evaluation, details of the CV prevail. Tables may be adjusted according to the proposal and to the number of proposed key staff.

#### **Partner / Audit Manager / Team Leader**

Criteria	Name	
Professional education related to project and post	degree(s)	
Professional experience, from first job after professional education	Years	
Similar project-related experience. Similar project with similar tasks	N° of projects	
Specific project-related experience. Specific project with specific tasks	N° of projects	
Regional experience	Countries	
Employment status with firm	years as employee	
In case of associate/retainer: accumulated years during short- or long-term assignments for the bidder	accumulated years	
Leadership experience (team leader, project manager)	N° of projects	

#### **Project Auditor**

Criteria	Name	K-2	K-3	K-4
	Post / function			
Professional education related to project and post	degree(s)			
Professional experience, from first job after professional education	Years			
Similar project-related experience (acc. to post). Similar project with similar tasks	N° of projects			
Specific project-related experience. Specific project with specific tasks	N° of projects			
Regional experience	countries			
Employment status with firm	years as employee			
In case of associate/retainer: Accumulated years during short- or long-term assignments for the bidder	accumulated years			

**SECTION 4. – FINANCIAL PROPOSAL – STANDARD FORMS**

NOTE: The authorized representative of the Consultant who signs the Proposal is advised to initial all pages of the original Financial Proposal.

FIN-1 Financial Proposal Submission Form

FIN-2 Model for Financial Proposal – Cost Break-down (KfW)

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

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{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes.* The estimated amount of local indirect taxes is Rupees (INR) {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations.

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 Special conditions of tender (SCT) 1.06.

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 - Model for Financial Proposal – Cost Break-down

<b>SUMMARY</b>	<b>Amount (EUR)</b>
1. – Foreign personnel	
2. – Allowances for foreign staff	
3. – Local personnel	
<b>Sub-Total – Staff cost</b>	
4. - Local transport	
5. – Project office	
6. – Reports and documents	
7. – International travel cost	
<b>Sub-Total Logistics (transport, project office, reports and documents)</b>	
8. - Equipment cost	
9. - Miscellaneous cost	
<b>Total – Other cost</b>	
<b>Indirect local Taxes estimate</b>	
<b>Grand total</b>	

<b>1. Foreign personnel</b>	Unit	Quantity	Unit (EUR)	Rate	Amount (EUR)
1.1 Team Leader	month	...			
1.2 NN	month	...			
1.3 ...	month	...			
1.4 ...	month	...			
<b>Sub-total Foreign personnel</b>					
<b>2. Allowance, accommodation, complementary travel cost for foreign personnel</b>					
2.1 Allowance & Accommodation - Long-term staff	Month	...			
2.2 Allowance & Accommodation - Short-term staff	Month	...			
<b>Sub-total Allowance and accommodation</b>					
<b>3. Local personnel (incl. allowances and accommodation)</b>					
3.1 Team leader	Month	...			
3.2 ...	Month	...			
3.2 ...	Month	...			
<b>Sub-total Local personnel</b>					
<b>4. Local transport</b>					
4.1 Vehicle lease/rent or use of own vehicles	Month	...			
4.2 Vehicle O&M incl. driver, assurance, repairs	Month	...			
4.3 Other local transport (short-term, peak)	Day	...			
4.4 Local flights	Flight	...			
<b>Sub-total Local transport</b>					
<b>5. Project office</b>					
5.1 Office rent	Month	...			
5.2 Office operation	Month	...			
<b>Sub-total Project office</b>					
<b>6. Reports and documents</b>					

6.1 ... (Type of reports/documents to be stated)	rep./doc .	...		
6.2 ...	...	...		
6.3 ...	...	...		
6. ...	...	...		
<b>Sub-total Reports and documents</b>				
<b>7. International travel</b>				
7.1 International return flights	Flight	...		
7.2 Complementary travel costs	Flight	...		
7.3 .... other international flights	Flight	...		
<b>Sub-Total Int. flights – Reimbursable</b>				
<b>8. Equipment</b>				
8.1 ..	...	...		
8... other. equip. to be handed over/consumed	...	...		
<b>Sub-Total Total Equipment</b>				
<b>9. Miscellaneous and optional items/services</b>				
9.1 ...	...	...		
9... other miscellaneous items/services	...			
9... miscellaneous budget / contingencies	...	...		
<b>Sub-Total Total Miscellaneous items/services</b>				



## SECTION 5 – DECLARATION OF UNDERTAKING

### Declaration of Undertaking

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

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA") 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) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal 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;

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 applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;

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 condition to participation in this Tender Procedure.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (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 auditor 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 fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of :

Signature:

Dated:

.....  
(Signature(s))

## **SECTION 6 - TERMS OF REFERENCE AUDIT OF VFMS FOR FINANCIAL YEARS 2017-18, 2018-19, 2019 20, 2020-21, 2021-22 AND 2022-23 FUNDS DISBURSED UNDER THE GRANT IN AID**

### **1. Introduction**

KfW funded Himachal Pradesh Forest Ecosystem Climate Proofing Project (HPFECPP) is going on in Kangra & Chamba Districts of Himachal Pradesh (HP) and is being implemented in 9 Divisions of Dharamshala, Hamirpur & Chamba Forest Circles. The State Project Management Unit (SPMU) is located at Dharamshala, and Divisional Project Management Units (DPMUs) are located at Divisional Forest Headquarters.

Under the HPFECPP potential forest sites are selected as per criteria mentioned in the Forest Management Planning & Micro Planning Guidelines. Thereafter holistic Micro-Plans are prepared for the areas so selected and various Project interventions are identified. The execution of the Project is being done through Village Forest Management Societies (VFMSs) registered under Himachal Pradesh Societies Act 2006. The VFMSs are provided funds for execution as Grant-in-Aid (GIA) governed by GIA rules of HPFECPP.

The present audit shall cover all funds transferred from DPMUs cum DFOs to VFMSs as GIA. The funds in question are pre-financed in full by the HPFECPP, KfW loan no BMZ ID 2013 65 154 for financing of activities approved under the Project.

### **2. Objective**

The objective of the audit is to permit the auditor / practitioner to:

- express an opinion on the statements of expenditures.
- to assure that the funds of the project have been utilized according to the approved guidelines and instructions issued from time to time.
- ensure compliance with laid down systems, procedures and policies in accordance with consistently applied accounting standards, GIA rules notified by Government of HP and the underlying KfW approved guidelines.
- assure voucher / evidence-based payments to improve transparency.
- assure accuracy and timeliness in maintenance of books of accounts.
- assure timeliness and accuracy of periodical financial statements.
- identify areas for improvement and critical weakness.

### **3. Coverage**

The audit will be performed on annual basis. The auditor would cover the nine DPMUs to conduct audit. The present engagement shall cover all expenditures incurred up to March 31<sup>st</sup>, 2023.

### **4. Scope**

The audit should be carried out in accordance with general audit guidelines. The VFMS Audit shall cover all transactions in connection to utilisation of GIA funds (Work / Remuneration) as per approved Micro-Plans / Six Monthly Plans and approved guidelines.

The audit report should consist of:

- VFMS-wise year-wise audit report including year-wise audit certificates;
- Consolidated VFMS-wise summary report of the audit findings per DPMU;
- Consolidated DPMU-wise summary report of the audit findings.

Present assignment is to audit all the expenditure incurred by VFMS up to March 31<sup>st</sup>, 2023, on the activities as approved in the Micro-Plan and in accordance with the approved guidelines. The auditor / practitioner will express his conclusion on the following criteria.

- Funds have been used in accordance with the relevant financial norms and financial regulations and only for the purpose for which the fund has been provided.
- Expenditure statements submitted by VFMS have been correctly accounted for and disbursements made to them are as per the approved guidelines and norms under the project.
- Goods and services have been procured as per the approved guidelines. Where ineligible expenditures are identified, these should be noted separately.
- Adequate and proper/relevant and reliable supporting documents (vouchers/invoices) are maintained and attached.
- Reconciliation of bank statement and accounts is regularly carried out.
- The auditor shall also verify utilization certificates and reconcile the statement of expenditure submitted by VFMS to DPMUs with reference to records and account books maintained at VFMS level.
- Whether there are specific deficiencies and areas of weakness in the internal systems and controls of the Entity.

A checklist (covering financial management and procurement issues) is provided along with the ToR for guidance to the auditors. This should be attached and submitted along with the audit report.

## 5. Other Information

- a) **Number of Divisions and VFMS:** The number of Divisions (DPMUs) is nine (Dharamshala, Palampur, Nurpur, Dehra, Chamba, Dalhousie, Churah, Bharmour and Pangi) and the number of VFMS whose audit is to be conducted is 315. Year wise breakup is as under:

Year	No. of VFMS	Amount Transferred [INR]	Expenditure (approx.) [INR]
2017-18	36	47,56,230	42,48,616
2018-19	95	8,41,21,476	4,04,90,781
2019-20	148	23,88,56,125	11,74,40,900
2020-21	194	26,10,97,872	20,70,94,476
2021-22	284	38,85,73,434	28,07,51,388
2022-23	315	24,39,39,020	16,43,70,726
<b>Total</b>		<b>1,22,47,44,157</b>	<b>81,43,96,887</b>

\* The detail given in the above table is approximate.

- b) **Place of Audit:** Audit will be conducted at the Divisional headquarters except for Pangi and Bharmour Divisions. The audit of these two divisions will be conducted at Forest Complex Chamba. The final report will be presented at Project Headquarters at Dharamshala, Himachal Pradesh.

### c) Timing for audit and submission of the audit report

Activity	Timeline
Carrying out Audit	Year wise
Submission of draft VFMS-wise year-wise Audit Reports (hard and soft copy) and of draft consolidated VFMS-wise summary report of the audit findings per DPMU by Auditor to concerned DPMU	Within a week of completion of audit
Observations by concerned DPMU	Within a week of receipt of draft reports
Attending to observations raised at DPMU level and submission of corrected reports to concerned DPMU	Within a week of receiving the observations from concerned DPMU
Submission of draft consolidated DPMU-wise summary report of the audit findings by Auditor to SPMU	Within a week after receipt of observations from all DPMUs
Observations by SPMU	Within a week of receiving the draft report
Attending to observations raised by audit at SPMU level and submission of all final deliverables to specified parties	Within a week of receiving observations from SPMU

## 6. Pre-Audit Steps (Support to Consultants by Project)

The auditor must make himself familiar with the HPFECPP and various activities being implemented under the programme. The auditor may visit the office of the project to find out more about the project and activities involved. He must review the applicable documents / instructions for implementation considered necessary to perform the audit. A suggestive (not exhaustive) list of such documents is given below.

- The Micro-Plans, Six Monthly Plans, terms and conditions specified in the letters of grant, and approved procedures for implementation of an activity / use of fund.
- All guidelines of relevant government orders pertaining to implementation of HPFECPP.
- The by-laws of the VFMS.
- GIA rules and regulations
- The MoUs between the DPMUs and VFMSs, as applicable.
- Contracts and subcontracts with third parties, if any.
- All program financial and progress reports; and statement of accounts, organizational charts; accounting systems descriptions; procurement policies and procedures; distribution procedures for materials, as necessary in order to successfully complete the required work.

## 7. Reporting and Deliverables

The auditors should furnish the following documents (soft- and hard-copies):

- VFMS-wise year-wise audit report including year-wise audit certificates to VFMS, concerned DPMU and SPMU.
- Consolidated VFMS-wise summary report of the audit findings per DPMU to concerned DPMU and SPMU.
- Consolidated DPMU-wise summary report of the audit findings to SPMU.

S. No	Report	Qty	No. of Copies
1	Inception Report and Work Plan (to SPMU)	1 Nos.	2 copies
2	VFMS-wise year-wise audit report	315 Nos.	3 copies
3	Consolidated VFMS-wise summary report of the audit findings per DPMU	9 Nos.	3 copies of audit report for each DPMU
4	Consolidated DPMU-wise summary report of the audit findings	1 Nos	5 copies
5	VFMS-wise year-wise Audit Certificates	n.a.	4 copies

Non-submission of the audit certificates and of the consolidated DPMU-wise summary report of the audit findings to SPMU within stipulated period may attract a penalty of 0.5% of total contracted value per week basis after a grace period of 15 days of submission period.

The audit report(s) shall

- be issued by the auditor/practitioner in the English language.
- provide detail showing the Bank Account-wise amounts transferred and utilized.
- include at a minimum the following elements:
  - the Subject Matter
  - applied criteria to evaluate the Subject Matter
  - identification of the level of assurance obtained description of significant limitations.
  - informative summary of the work performed (extent, locations ...)
- auditor will report on the basis of Indian accounting standards.
- will comprise the auditor's/practitioner's statement on the seriousness of observations noted including the consequences of specific deficiencies, if any.
- state whether a separate Statement on Internal Control has been issued or not.
- contain these Terms of Reference as Annex.

The auditor / practitioner shall prepare a "Statement on Internal Control" in which he will:

- give comments and observations on the accounting record systems and controls examined during the course of the audit.
- identify specific deficiencies and areas of weakness in systems and controls that have come to the auditor's / practitioner's attention, especially with regard to withdrawal, procurement, storage and payment transactions, and make recommendations for their improvement.
- report on actions taken by the DPMU to make improvements with respect to deficiencies and areas of weakness reported in the past.
- bring to the DPMUs / SPMUs attention any other matters that the auditor / practitioner considers pertinent.

**8. Period of contract:** The contract will be awarded for a period of four months.

**9. Review:** A review committee consisting of APDs, PMC Team and members from DPMUs will review the audit report submitted by auditors and take further remedial measures on the discrepancies pointed out in the audit report.

**10. Key Personnel:** The list of key personnel's whose CVs and experience would be evaluated is as follows:

S. No	Key Professionals	Description of Services to be provided	Experience	No. of persons	Total Man days
1	Partner / Audit Manager / Team Leader	i. Overall coordination, & planning, team leadership, reporting, liaison with client ii. Review of Project document iii. Audit Plan and Program iv. Meeting with Stakeholders v. Auditing vi. Audit Report & Review	Qualified Chartered Accountant with at least 5 years of experience in the area of audit planning, execution and reporting, conducting of Societies Audit. Experience of working in EAPs will be an added advantage.	1	4 weeks
2	Project Auditor	i. Team leadership, reporting of the district level team. ii. Meeting Stakeholders at District level iii. Auditing iv. Review of District Level Audit Report	Qualified Chartered Accountant with at least 3 years of experience in the area of audit planning, execution and reporting, conducting of Societies Audit. Experience of working in EAPs will be an added advantage.	2	24 weeks
3	Audit Team	Field level audit execution, discussions and report writing and report finalization.	CA Inter with at least 3 years experience. Experience in conducting audit.	6	72 weeks

### 11. Payment schedule as against deliverables

T –Date of signing of contrat/agreement

S. No	Description / Deliverables	Timeline (T + weeks)	Payment
1	Inception Report + Work Plan	T + 2 Weeks	20%
2	Audit Work at Divisional Headquarters	T +12 Weeks	40%
3	Draft VFMS-wise year-wise audit reports and draft consolidated VFMS-wise summary report of the audit findings per DPMU		
4	Final VFMS-wise year-wise audit reports and final consolidated VFMS-wise summary report of the audit findings per DPMU		
5	Draft consolidated DPMU-wise summary report of the audit findings	T + 14 Weeks	20%
6	Final accepted deliverables (audit reports and certificates, consolidated summary reports of the audit findings)	T + 16 Weeks	20%



**12. List of Annexures to ToR:**

- Annex 1 – Reporting Format
- Annex 2 – Audit Coverage Report
- Annex 3 – Audit Checklist Format

## Annex 1: Reporting Format

The audit report will be in the form of a Management Letter (including an Executive Summary, highlighting key issues for management) which will inter alia have the following sections:

- Objective of the audit.
- Methodology of the audit.
- The status of implementation of the financial management record system and controls.
- The status of compliance of the previous audit report, including major observations pending compliance.
- The key areas of weaknesses, needing improvement.
- Recommendations for improvements.

The comments from the State / Divisional Project Management Unit and concerned officers must be incorporated in the report as Management comments.

### Format for Executive Summary:

Para No.	Major Observations	Implication with Risk Involved	Recommendations for Improvement	Auditee's Comments / Agreed Actions	Timeline

### Format for Executive Summary for DPMU Audit Report:

Para No.	Major Observations	Implication with Risk Involved	Recommendations for Improvement	Auditee's Comments / Agreed Actions	Timeline

## Annex 2: Audit Coverage Report

The auditor needs to annex the audit coverage report which shall specify the coverage of the observations made. This annex should be a part of both DPMU-wise audit report as well as Final Consolidated audit report in the below specified format.

DPMU Name	VFMS Name	Amount Transferred	Expenditure	UC Submitted		Audited Amount	Unspent balance
				Nos.	Amount		

### Annex 3: Audit Checklist Format

This annex should be a part of both DPMU-wise audit report as well as Final Consolidated audit report.

S. No.	Assessment Parameters/ Checks/ Controls	Observation	
		Major	Minor
<b>A</b>	<b>Payments and receipts</b>		
1	Are the payments for expenditure in line with the approved Micro-Plan/ Six Monthly Plan?		
2	Are the supporting documents filed properly and easily accessible?		
3	Is there a serial control over payment, receipt and vouchers?		
4	Are the expenditures / payments charged to the correct account and head of expenditure?		
<b>B</b>	<b>Fund Flow</b>		
1	Are there any delays in receiving funds from Direction Office / SPMU to DPMUs to VFMS?		
2	Has the VFMS or any component been out of funds in the last one year?		
3	What is the average frequency of fund transfer in a financial year?		
4	Comment on fund flow improvement that can be made		
<b>C</b>	<b>Operation of Bank Account</b>		
1	How many bank accounts are being maintained?		
2	Are all the bank accounts being operated as saving accounts as per approved guidelines?		
3	Are bank reconciliations carried out?		
4	Are there any un-reconciled or un-accounted for balances?		
5	Are payments made by online transfers?		
6	Is there adequate physical control over blank cheque books?		
<b>D</b>	<b>Record Maintenance</b>		
1	Is the cash book maintained?		
2	Record of work done / Asset register properly maintained?		
<b>E</b>	<b>Any Other Issue</b>		
1	Any other issues that the firm may like to address?		

Date:                      Stamp/Signature Auditor / Practitioner:

**SECTION 7 – STANDARD CONTRACT DOCUMENT**

**KfW Model Contract Document below EURO 200,000**

## **Terms and Conditions Applicable to the Model Contract for Consulting Services**

### **1. Terms and Conditions**

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

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

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

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

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

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

### **II. Notes for the User**

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

- KfW prepared this Model Contract based on the FIDIC agreement for consulting services ("White Book"), in order to provide partners of KfW with wording assistance for their contractual relationships with consultants. At the same time, use of this Model Contract facilitates the consent of KfW.
- The Model Contract was not developed based on any specific legal jurisdiction; instead, the choice of governing law is left to the contracting parties. KfW has not investigated whether modifications of the Model Contract are necessary so that it can be used under the respective potential jurisdictions.
- The Model Contract must be adapted to the individual needs of the specific User and should only be signed after the User has reviewed whether the specific contractual provisions are suitable for his individual purposes.

### **III. Structure of the Model Contract**

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

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

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

**CONTRACT**

for Consulting Services

Named ()

dated

[●]

between

**HIMACHAL PRADESH FOREST DEPARTMENT (HPFD)  
GOVT OF HIMACHAL PRADESH**

– hereinafter referred to as the “Employer” –

*represented by*

**KfW**

***Palmengartenstraße 5 – 9***

***60325 Frankfurt am Main Germany***

*– hereinafter referred to as “KfW” –]*

and

[●]

– hereinafter referred to as the “Consultant” –

for

**HIMACHAL PRADESH FOREST ECOSYSTEM CLIMATE PROOFING PROJECT**

– hereinafter referred to as the “Project” –

BMZ no. 2013 65 154



## Preamble

The Employer desires that the consulting services described in more detail in the Special Conditions be rendered. The Consultant has submitted a bid for these services.

Now therefore, the Employer and the Consultant (hereinafter referred to as the "Parties") hereby agree on the following:

## GENERAL CONDITIONS

<b>§ 1 General Provisions</b>	
<b>Applicable Regulations</b>	<p>The following regulations are considered to have been agreed between the Parties unless otherwise agreed in the Special Conditions.</p> <p>The applicable contractual regulations between the Parties (hereinafter referred to as the "Contract") consists of the conditions of this consulting Contract (General Conditions and Special Conditions) along with the following contractual annexes:</p> <p style="padding-left: 40px;">Annex 1 [Declaration of Undertaking]  Annex 2 [Remuneration and Invoicing]  Annex 3 [Terms of Reference]  Annex 4 [Project-specific Provisions]</p> <p>Furthermore, the KfW Guidelines for the Commissioning of Consultants in Financial Cooperation with Partner Countries (available at <a href="http://www.kfw-entwicklungsbank.de">www.kfw-entwicklungsbank.de</a> under "Procurement") form an integral part of the Contract.</p>
<b>Parties</b>	<p>The addresses and authorised representatives of the contractual Parties to whom all communications are to be served are listed under the Special Conditions. If the Consultant does not originate from the project country, it shall also nominate to the Employer and KfW an individual at the Consultant's place of business who may be reached at any time in cases of emergency or crisis and shall immediately inform the Employer of any change in this regard</p>
<b>Written Form And Language</b>	<p>Amendments and supplements to this Contract, including to this written form clause, require the written form and shall be, as with all communication between the Parties, in the language agreed in the Special Conditions of this Contract.</p>
<b>Applicable Law</b>	<p>The Special Conditions contain the law applicable to this Contract.</p>
<b>Assignment and Sub-Contracts</b>	<p>The Consultant shall not have the right to assign or transfer all or any of its rights under this Contract without</p>

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<sup>3</sup> Supplement to project title, if this is not sufficiently informative.

	the prior written consent of the Employer, which shall not be provided without the consent of KfW.
	If the Consultant intends to assign part of the contractual Services to others, it shall inform the Employer and KfW thereof at least 14 days before signing a corresponding sub-contract. If the Employer or KfW rejects such an assignment, the Consultant shall refrain from signing the respective sub-contract. In cases where the Services are sub-contracted, the Consultant's obligations to fulfil the Contract shall remain unaffected. The Consultant shall ensure that the sub-contractor fulfils all requirements of this Contract, in particular also in relation to corruption avoidance and confidentiality.
<b>Transfer of Ownership And Rights of Use</b>	<p>The Consultant shall transfer to the Employer on the date on which any such rights arise, and in any event no later than on the date on which they are acquired:</p> <ul style="list-style-type: none"> <li>a) all transferable rights arising from the Services performed on the basis of this Contract,</li> <li>b) ownership of all studies, reports and associated data and documents that are created in connection with this Contract, or studies, reports and associated data and documents made available to the Employer as well as software produced or adapted and,</li> <li>c) on completion of the Services, legal title to the items of equipment obtained by means of this Contract.</li> </ul> <p>Insofar as a transfer of such rights according to (a) is not possible, the Consultant shall irrevocably grant to the Employer unrestricted, transferable, licensable and exclusive rights of use and exploitation that are 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 any relevant creator of such transferrable rights waives its exercise of any such relevant rights.</p>
	The Consultant shall issue all information requested by the Employer and KfW in connection with this Contract, and shall make available free of charge all requested records, documents and information. This obligation shall remain effective after termination of the Contract for a period of 24 months.
<b>Confidentiality and Publication</b>	Without prejudice to any statutory obligations of disclosure imposed on it, the Consultant shall keep confidential all documents passed on to it by the Employer and if applicable by KfW, as well as all information exchanged and knowledge acquired concerning this Contract and its implementation, unless the Employer or KfW have authorised disclosure in writing or the information was already in the public domain before the Contract was signed.

<b>Corruption and Fraud</b>	When discharging their obligations under this Contract, the Consultant, its representatives and its employees shall comply with all applicable laws, rules, regulations and provisions of the relevant legal systems, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
	The Consultant warrants with its signature that the declarations named in Annex 1 [Declaration of Undertaking] are true and correct and undertakes that it will fulfil the obligations and rules of conduct set out therein in connection with the implementation of this Contract.
	<p>The Consultant undertakes to immediately notify the Employer in detail and in writing if the Consultant is induced by a public official or any other persons to make illegal payments. A public official shall be:</p> <ul style="list-style-type: none"> <li>a) any official or employee of a public authority or an enterprise under the ownership or control of a government;</li> <li>b) any person who performs a public function;</li> <li>c) any official or staff member of a public international organisation;</li> <li>d) any candidate for a political office; or</li> <li>e) any political party or official of a political party.</li> </ul>
<b>Reimbursements</b>	All reimbursements, insurance payments or similar payments, if any, shall be paid to KfW, Frankfurt am Main (BIC: KFWIDEFF, IBAN: DE53 5002 0400 3800 0000 00), in the case of financing from project funds for the account of the Employer, stating the BMZ number or the KfW order number as a reference.
<b>Partial Invalidity</b>	<p>The invalidity or unenforceability of one or more provisions of this Contract will not affect the validity or enforceability of any other provision of this Contract. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision which approximates as closely as possible the economic purpose of the invalid or unenforceable provision. The same shall apply accordingly in cases of omissions.</p>
<b>§ 2 The Employer</b>	
<b>Duty of Cooperation</b>	The Employer is obliged to perform the duties of cooperation to which it is subject free of charge and without delay. During the term of this Contract, the Employer shall, free of charge, in particular place at the disposal of the Consultant all data, documentation and information concerning the contractual Services that are available to it and shall support the Consultant as far as reasonably possible, if applicable also in consultation with KfW.

<b>Taxes</b>	<p>If and insofar as the Consultant and its foreign staff are obliged to pay taxes, duties, levies and other charges in connection with the Services performed according to this Contract in the project country, which are connected with:</p> <ul style="list-style-type: none"> <li>a) payments to the Consultant or its foreign staff;</li> <li>b) services which are rendered by the Consultant or its staff;</li> <li>c) equipment, materials, and supplies necessary for the performance of the services,</li> </ul> <p>and insofar as these costs have not already been allowed for in the Order Value according to the Special Conditions and Annex 2 [Remuneration and Invoicing], on provision of evidence of the corresponding payments the Employer shall include in the final payment to the Consultant a reimbursement for all amounts paid in this regard.</p>
<b>Remuneration</b>	The remuneration obligations of the Employer are defined in Paragraph 5 [Remuneration]
<b>§ 3 The Consultant</b>	
<b>Scope of Services</b>	<p>The Consultant shall render the Services assumed by it as described in detail in the Special Conditions and Annex 3 [Terms of Reference] ("Services") in full and on time with the required due care in accordance with professional practice and recognised quality standards (current scientific and generally accepted engineering standards).</p> <p>Changes to the Services described in paragraph 3.1.1. or the remuneration according to paragraph 5 or changes that affect KfW's legal position may only be agreed with the previous consent of KfW.</p>
<b>Reporting</b>	<p>The Consultant shall report to the Employer according to the Special Conditions about the progress of the Services and shall make any required information available. In the case of longer assignments, the Consultant shall submit regular reports. On completion of the Services, it will draw up a final report for the entire completion period. It shall document its work, the course of the project and the decisions made in a transparent manner.</p>
	<p>The Consultant shall inform the Employer promptly of all unusual circumstances that occur during the performance of the Services and about all matters that require the consent of KfW.</p>
<b>Deployment of Staff</b>	<p>Insofar as the Parties agree the deployment of key staff, these persons shall be named in Annex 4 [Project-specific Provisions]. The following provisions 3.3.2 and 3.3.3. shall then apply.</p>

	If key staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly, subject to agreement by the Employer, which may not withhold the same without an objective reason, by an individual with at least equivalent qualifications.
	The costs for the withdrawal or replacement of staff during the Contract period shall be borne by the Consultant, unless this occurred on request of the Employer. In this case, the Employer shall bear the costs for the replacement of the staff member, unless the staff member in question does not meet the requirements necessary for fulfilment of the Contract or has interfered in the internal affairs of the project country.
<b>Project-Specific Provisions</b>	Annex 4 (Project-specific Provisions) contains the specific project-related features of the project and the Services affecting the Consultant if such arrangements are made by the Parties.
<b>§ 4 Commencement, Completion and Amendment of the Services</b>	
<b>Commencement and Completion</b>	The Special Conditions contain the date of commencement as well as the agreed completion date, which are binding for the Consultant subject to any amendments by the Parties. A detailed time schedule, where required, is appended in Annex 4 [Project-specific Provisions].
	Insofar as this Contract provides for optional services, the Consultant shall commence delivery of the optional services not earlier than upon receipt of written notification from the Employer.
<b>Penalties for Delay</b>	If the Consultant fails to perform any of the Services under this Contract within the requisite time period due to reasons he must warrant, the Employer shall, unless the Special Conditions include a derogation, be authorised to inflict a penalty of 0.5% of the Order Value for every week of delay, subject to a cap of 8% of the Order Value. Beyond such penalty, the Employer may not bring any further claims arising from the delay in the performance of the Services. The right of termination shall remain unaffected.
<b>Force Majeure</b>	In the event of Force Majeure, the contractual obligations, insofar as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure. Force majeure means if any event whereby one party to the Contract is prevented to a considerable extent from performing the Services due to unavoidable, unforeseeable circumstances, such as natural disasters, hostage-taking, war, crises, revolution, terrorism and sabotage, that cannot be avoided or rendered harmless and must not be accepted because

	of its frequency ("Force Majeure"). This also includes in particular orders by the Federal Foreign Office of the Federal Republic of Germany for German citizens to leave the project country or project region. Insofar as an event originates entirely from the sphere of responsibility of one party to the Contract, this event does not qualify as Force Majeure.
	In the event of Force Majeure, the Consultant shall be entitled to an extension of the Contract 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 lasts for longer than 180 days, both Parties shall be entitled to terminate the Contract. In this case, the Services performed up to the time of the Force Majeure and all documented necessary expenditure of the Consultant arising from the discontinuation of the Services shall be invoiced on the basis of contractual prices. Neither party shall make any further claims.
	Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded. It is, however, obliged to take all actions open to it to minimise the damages. Conversely, the Employer is not liable for additional costs incurred by the Consultant for the duration of the interruption.
<b>Termination</b>	The Employer is entitled to terminate this Contract if the Consultant culpably fails to meet its contractual obligations, the performance of its Services is not in compliance with the Contract, or the Services are not performed in a timely fashion. In this case, the Consultant is solely entitled to demand the agreed remuneration for the Services performed until the date of termination but not yet remunerated. The Employer shall be entitled to demand compensation for the direct damage caused by this default.
	The Consultant may terminate this Contract if the Employer does not pay any amounts due and payable to it under this Contract or does not make payment in a timely fashion. In this case it may demand the agreed remuneration but must, however, deduct any expenses that it has saved by termination of the Contract or any income that it has earned from other deployments of its staff or which it has not earned as the result of wilful actions or omissions.
	Before a notice of termination is served according to paragraphs 4.4.1 and 4.4.2., the respective other Party is to be served notice of breach of its contractual obligations and to be granted a grace period of at least 30 days to remedy this.
	The Employer, with the prior consent of KfW, may suspend or terminate this Contract after serving written

	notice of at least 30 days without stating reasons. In the case of suspension, the Employer shall reimburse the Consultant for the resulting, unavoidable costs. In the case of termination, the legal consequences of paragraph 4.4.2 shall apply accordingly.
	In the event of suspension or termination, the Consultant is obliged to immediately take measures to limit damages. On termination, all previously created drafts, reports or other documents or such that are to be created by the termination date are to be passed on to the Employer.
<b>Corruption and Fraud</b>	If it is proven that the Consultant has breached Paragraph 1.8 [Corruption and Fraud] or that the Declaration of Undertaking in Annex 1 is untrue or will become so, the Employer may – notwithstanding the various punishments or other sanctions to which the Consultant is subject according to the law of the country or any other legal system – terminate this Contract in writing without observing a period of notice.
<b>§ 5 Remuneration</b>	
<b>Remuneration of the Consultant</b>	The Consultant shall receive the remuneration agreed in the Special Conditions for performing the Services owed under this Contract, subject to the conditions listed therein and the conditions below. Annex 2 [Remuneration and Invoicing] contains a detailed breakdown.
<b>Terms of Payment</b>	<p>The Employer shall pay the Consultant's remuneration to the account named in Annex 2 [Remuneration and Invoicing] according to the following schedule:</p> <ul style="list-style-type: none"> <li>a) Advance payment, due within 60 days of entry into force of this Contract.</li> <li>b) Instalments, if applicable, shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The Employer shall have the right to suspend payment of instalments at any stage in the event of substantial deviations from the time schedule and/or insufficient performance on the part of the Consultant.</li> <li>c) The final payment shall be made against presentation of a corresponding invoice after the Services have been properly performed in full, they have been accepted (if applicable) and approval of the final report by the Employer and KfW. In the case of inadequate performance, the Employer is entitled, with prior consent of KfW, to a reasonable reduction of the final payment.</li> </ul> <p>Unless otherwise agreed, payments shall be made within a period of 60 calendar days after receipt of the invoice by the Employer.</p>

	Optional services as per paragraph 4.1.2. will be settled in connection with the final invoice.
<b>Auditing</b>	For services or partial services that are not remunerated on a lump-sum basis, the Consultant shall be obliged to 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 retain all settlement-related documents for five years and authorises the Employer and KfW to audit these at any time.
<b>§ 6 Liability</b>	
<b>Liability of the Consultant</b>	The Consultant shall be liable to the Employer for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 3 [The Consultant]. It is likewise liable for its subcontractors to the same extent. Liability for consequential damage is excluded. Furthermore, the liability of the Consultant shall be limited to the Order Value. The limitation of liability stated in the two preceding sentences shall not apply for premeditation and gross negligence.
<b>Liability of the Employer</b>	The Employer shall be liable to the Consultant for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 2 [The Employer]. Liability for consequential damage is limited to premeditation and gross negligence. Liability for injury to life, limb or health shall remain unaffected.
<b>§ 7 Insurance</b>	
<b>Insurance</b>	For the term of the Contract the Consultant shall take out at its own expense all insurance cover that is required and customary in order to insure its professional and personal risks, including as a minimum a professional liability insurance policy. On request by the Employer, the Consultant shall present proof of this insurance.
<b>§ 8 Disputes and Arbitration Procedure</b>	
<b>Arbitration Procedure</b>	If the Parties do not reach amicable agreement, disputes arising out of or in connection with this Contract shall finally and exclusively be settled by a single arbitrator appointed and proceeding in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.



## **SPECIAL CONDITIONS**

(the references refer to the respective paragraphs in the General Conditions)

### **Preamble**

**Project:** Himachal Pradesh Forest Ecosystem Climate Proofing Project

**Ad 1.1** Applicable Regulations as per General Conditions

**Ad 1.2** Contractual Parties and Contacts

**Employer is Himachal Pradesh Forest Department (HPFD)**  
Himachal Pradesh

The Employer's contact person is **Chief Project Director**

Address of Employer:

**Himachal Pradesh Forest Ecosystem Climate Proofing Project**

Forest Complex ,

Dharamshala.

District Kangra

Himachal Pradesh-176215

Phone: 01892-223000, 223002, **e-mail:**

Consultant is **[•]**

The Consultant's contact person **[•]**

Address of Consultant

Postal address : **[•]**

Email : **[•]**

Phone : **[•]**

Address of KfW:

Postal address Palmengartenstrasse 5 – 9  
60325 Frankfurt / Germany

Email : info@kfw.de

Phone : +49 (69) 7431 - 0

Fax : +49 (69) 7431 - 2944

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<sup>3</sup> Supplement to project title, if this is not sufficiently informative.

<sup>4</sup> The KfW general address listed here should be supplemented or changed to include a project-specific address.

**Ad 1.3 Language**

The language of the Contract is **English**.

**Ad 1.4 Applicable Law**

The law applicable to the Contract is **India**.

**Ad 3.1 Service to be performed:**

The contractual services of the Consultant consist of [●] The contractual services of the Consultant are detailed in Annex 3 [Terms of Reference].

**Ad 3.2 Reporting by Consultant**

[●] Indicate nature, scope and frequency of reports, including a final report, throughout the period of the Contract.

Annex 3 [Terms of Reference] contains the relevant reporting specifications.

**Ad 3.3 Key staff**

The Consultant shall employ the staff specified in Annex 4 [Project-specific Provisions] for the performance of its services.

**Ad 4.1 Commencement and Completion**

**Date of commencement:** The date on which execution shall be commenced is [●] / The date on which execution shall be commenced lies [●] weeks after the day on which the Contract comes into forces.

**Completion date:** Date of completion is [●] / Completion time is the period [●]

Annex 4 contains a detailed schedule.

**Ad 5.1 Remuneration**

For the services to be rendered by the Consultant under this Contract, the Employer shall pay the sum of

[●] in [● currency]

("Order Value").

The Order Value is composed as follows:

Fixed fee: [●] in [● currency]

Ancillary expenses lump sum [●] in [● currency]

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<sup>5</sup> Where possible, German law should be agreed. For agency contracts, German law is always to be agreed.

<sup>6</sup> The euro should preferably be used as the currency.

<sup>7</sup> Ancillary costs should be paid on a lump-sum basis wherever possible (e.g. monthly amount for office work, motor vehicle maintenance, reports, etc.).

Ancillary expenses on proof [•] in [• currency]

Annex 2 [Remuneration and Invoicing] contains a detailed breakdown.

*The Order Value is exclusive of the following option(s) not commissioned:*

Option [•] in [• currency]

## Ad 5.2 Terms of payment

The Consultant's remuneration shall be paid as follows:

[•] Currency advance payment

[•] Currency instalments

[•] Currency as final payment.

The Employer pays the Consultant's remuneration to the following account:

Bank: [•] Account number: [•]

IBAN: [•] BIC: [•]

The original invoices are to be submitted to the Employer. *[If invoicing on a time and materials basis: The completed Annex 2 [Remuneration and Invoicing] must be enclosed with the invoice.]*

The Consultant's invoices are to be made out to the Employer "c/o KfW". KfW shall receive the original invoice. A copy of the invoice shall be sent to the Employer directly. The original of the final invoice is to be sent to the Employer, KfW receives a copy.

## Ad 8.1: Arbitration Procedure

The place of arbitration shall be **Dharamshala, Himachal Pradesh, India**

The language of arbitration shall be **English**

(place, date)

\_\_\_\_\_  
(for the Employer)

\_\_\_\_\_  
(for the Employer)

<sup>8</sup> Expenses should be billed at cost only in exceptional cases. The proofs must then be presented in list form.

<sup>9</sup> For contract amounts under EUR 100,000 and for contractual terms of less than 6 months, an advance payment of 50% and a final payment of up to 50% of the contract amount are to be arranged. Calculation of advance payment: x% of the budget items 1-3 of Annex 1 [Offer sheet] and 100% of budget item 4 (contingency fund). There is *no provision* for an advance payment guarantee.

<sup>10</sup> Instalments are to be made according to the progress of the Services, normally with a maximum of one payment per quarter.

(for the Consultant)

(for the Consultant)

## Annex 1 - Declaration of Undertaking

### Declaration of Undertaking

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

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA") 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) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal 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;

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 applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;

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 condition to participation in this Tender Procedure.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (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 auditor 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 fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of :

Signature:

Dated:

.....  
(Signature(s))

**Annex 2****BMZ No.** 2013 65154**Project** Himachal Pradesh Forest Ecosystem Climate Proofing Project**Schedule of Consulting Services / Period [●]****Invoice No. [●]**

as contractually agreed						invoicing			
Item <sup>1</sup>	Description <sup>2</sup>	Unit <sup>3</sup>	Quantity <sup>4</sup>	Unit Rate <sup>5</sup> EUR	Contract Sum <sup>6</sup> EUR	Previous Cumulative Expenses <sup>7</sup> EUR	This Invoice <sup>8</sup> No. (x) EUR	Current Cumulative Expenses <sup>9</sup> EUR	Remaining Budget <sup>10</sup> EUR
1									
2									
3									
4									
5									
Total costs at actual - Contract Sum					0,00	0,00	0,00	0,00	0,00
					11	12	13	14	15
Advance Payment					0,00		0,00	0,00	0,00
<b>Invoiced Amount</b>							<b>0,00</b>		

**Abbreviations and explanations:**<sup>1</sup> Reference according to cost sheet<sup>2</sup> E.g. field personnel, travel costs<sup>3</sup> E.g. hours, days, month, flights, item<sup>4</sup> Numerical unit<sup>5</sup> Cost per unit<sup>6</sup> Contractually agreed price in total (quantity multiplied by unit rate)<sup>7</sup> Already invoiced/disbursed<sup>8</sup> Accounting / billing period<sup>9</sup> Previous cumulative expenses plus this invoice<sup>10</sup> Contract Sum minus Current Cumulative Expenses<sup>11</sup> Advance Payment Amount (if applicable)<sup>12</sup> Previous recovery<sup>13</sup> Current recovery<sup>14</sup> Total recovery (previous recovery plus current recovery)<sup>15</sup> To be recovered (Advance Payment minus total recovery)



**Annex 3**  
**Terms of Reference**

**Project-specific Provisions**

**Key staff**

## Annex 4

### Model Advance Payment Guarantee

Address of guarantor bank: ...

.....  
 .....  
 .....  
 .....

Address of beneficiary (client): ....

.....  
 .....  
 .....

On ..... you concluded with (name and full address)

.....  
 .....  
 ..... ("Contractor") a ..... Contract for  
 ..... (Project, object of the Con-  
 tract) at a price of

.....  
 According to the provisions of the contract, the Contractor receives an advance pay-  
 ment in the amount of .....  
 ..... equalling .....% of  
 the contract value, as an advance payment.

We, ..... the ..... undersigned  
 ..... (bank), waiv-  
 ing all objections and defences under the aforementioned Contract, hereby irrevocably and  
 independently guarantee to pay on your first written demand any amount advanced to the  
 Contractor up to a total of

.....  
 (in words .....)

against your written declaration that the Contractor has failed to perform the aforementioned  
 Contract.

This guarantee shall come into force as soon as the advance payment has been credited to  
 the account of the Contractor. This guarantee shall be automatically reduced pro rata in ac-  
 cordance with the payments performed.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am  
 Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, for account of (cli-  
 ent/project executing agency/purchaser).

This guarantee shall expire not later than .....

by which date we must have received any claims by letter or coded telecommunication.

It is understood that you will return this guarantee to us on expiry or after settlement of the total  
 amount to be claimed hereunder.

.....  
 Place, date

.....  
 Guarantor

## SECTION 8. – PROCEDURE FOR PARTICIPATING IN E-TENDERING

(The bidder is advised to visit [www.hptenders.gov.in/nicgep/app](http://www.hptenders.gov.in/nicgep/app) and get registered as per norms stated there, the below is for guidance purpose only)

1. Bidder should do Online Enrolment in [www.hptenders.gov.in/nicgep/app](http://www.hptenders.gov.in/nicgep/app) Portal using the option to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as MudhraCA/ GNFC/IDRBT/ Mtnl Trustline /SafeScript / TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure a lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender. (Not applicable for this tender)
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time

- of bid submission online should be the same otherwise the Tender will be summarily rejected. (Not applicable for this tender)
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
  17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
  18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
  19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
  20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
  21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
  22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e- Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
  23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
  24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
  25. The bidders are requested to submit the bids through online eProcurements system to the TIA well before the bid submission end date and time (as per Server System Clock).

TIA – Tender Inviting Authority

## SECTION 9. – 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 10. – KfW POLICY – SANCTIONABLE PRACTICE – SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

### **1. Sanctionable Practice**

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

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

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

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

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

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

<b>Coercive Practice</b>	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.
<b>Collusive Practice</b>	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
<b>Corrupt Practice</b>	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.
<b>Fraudulent Practice</b>	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<sup>11</sup> (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.