

SELECTION OF CONSULTANT

REQUEST FOR PROPOSALS (DIRECT RFP WITHOUT EOI)

(Selection through e-procurement Portal)

STEP/RFP No.: IN-DOF-493267-CS-QCBS

Consulting Services for:

**Engagement of Internal Auditor for FY 2024-25 to FY 2026-27 under
World Bank assisted Fisheries Sector Prosperity Project (P174798)**

Client: Department of Fisheries, Govt. of India

Country: India

Project: Pradhan Mantri Matsya Kisan Samridhi Sah-Yojana (PM-MKSSY)

Issued on: 07/10/2025

Ministry of Fisheries, Animal Husbandry & Dairying

Department of Fisheries

First Floor, Chandra Lok Building, Janpath,

New Delhi-110001

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PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Name of Assignment : **Selection of Chartered Accountant (CA) Firm/Cost & Management Accountant (CMA) Firm for Internal Audit of Project for Pradhan Mantri Matsya Kisan Samridhi Sah Yojana (PM-MKSSY)**

STEP/RFP Reference No. : **IN-DOF-493267-CS-QCBS**

Loan No. : **9419-IN**

Country : **India**

Dear Sir,

The Government of India (hereinafter called “Borrower”) has applied for financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) & Agence Française de Développement (AFD) in the form of a loan (hereinafter-called loan) toward the cost of Fisheries Sector Prosperity Project (P174798). The Department of Fisheries (DoF), Govt. of India, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued.

The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): **Selection of Chartered Accountant Firm/Cost & Management Accountant Firm for Internal Audit of Project for Pradhan Mantri Matsya Kisan Samridhi Sah-Yojana (PM-MKSSY)**

More details on the Services are provided in the Terms of Reference (Section 7).

A firm will be selected under **Direct-RFP without EOI** with **Quality and Cost Based Qualification Selection (QCBS)** procedures and in a Simplified Technical Proposal (STP) format as described in this RFP, in accordance with the Bank’s “Procurement Regulations for IPF Borrowers” November 2023 (“Procurement Regulations”), which can be found at the following website: www.worldbank.org

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultant and Data Sheet

Section 3 - Technical Proposal **STP** - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract **Lump-Sum**

The RFP is available online at <https://eprocure.gov.in/eprocure/app> for downloading free of cost for the short-listed consultant only. The short-listed consultant would be required to register on the website, which is free of cost, and would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated prior to the submission of proposals. For submission of a proposal online at the web address indicated above, the Consultant is also required to have a Digital Signature (DSC) from one of the Government of India authorized Certifying Authorities.

Proposals comprise of two Parts, namely the 'Technical Proposal' and the 'Financial Proposal', and both proposals must be simultaneously submitted online <https://eprocure.gov.in/eprocure/app> on or before **11:30 hours (Server Time)** on **27.11.2025** (Any proposal or modifications to proposal (including discount) received outside e-procurement system will not be considered. The electronic procurement system would not allow any late submission of proposals. The "TECHNICAL PROPOSAL" will be publicly opened online on **28.11.2025** at **12:00 hours (Server Time)** in the presence of the Proposers' designated representatives and anyone who chooses to attend at the address below at 12:00 hours on **28.11.2025** and this could also be viewed by the Proposers online. The "FINANCIAL PROPOSAL" shall remain unopened in the e-procurement system. If the office happens to be closed on the date of opening of the proposals as specified, the proposals will be opened on the next working day at the same time and venue.

Other details can be seen in the RFP documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the proposers of any updates, the Employer shall not be liable for any information not received by the proposer. It is the proposers' responsibility to verify the website for the latest information related to this proposal.

Yours sincerely,

V.Srinivasa Rao
Director (Fisheries)

Email: srveeragandham@ord.gov.in
First Floor, Chandra Lok Building, Janpath,
New Delhi-110001

Section 2. Instructions to Consultant and Data Sheet

A. General Provisions

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

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

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

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

	shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet .
b. Prohibitions	6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and: (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
c. Restrictions for State-Owned Enterprises	6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.
d. Restrictions for Public Employees	6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless: (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

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

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

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

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

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

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

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

	the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.
22. Financial Proposals for QBS	22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultant whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend. 23.2 The Client shall simultaneously notify in writing those Consultant whose Proposals were considered responsive to

	the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals. 23.3 The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 31.1. 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice. 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultant and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the Data Sheet. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultant, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultant who submitted Proposals and to the Bank.
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

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

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

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

29. Standstill Period	29.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC32. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
30. Notification of Intention to Award	30.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information: (a) the name and address of the Consultant with whom the client successfully negotiated a contract; (b) the contract price of the successful Proposal; (c) the names of all Consultants included in the short list, indicating those that submitted Proposals; (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated; (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant; (f) the final combined scores and the final ranking of the Consultants; (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason; (h) the expiry date of the Standstill Period; and (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.
31. Notification of Award	31.1 Upon expiry of the Standstill Period, specified in ITC 29.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the

Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultant that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultant whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and
- (f) Successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

31.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online.

32. Debriefing by the Client	32.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline. 32.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period 32.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period. 32.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting
33. Signing of Contract	33.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 29.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
	33.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
34. Procurement Related Complaint	34.1 The procedures for making a Procurement-related Complaint are as specified in the Data Sheet.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (m)	Electronic –Procurement System The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process: https://eprocure.gov.in/eprocure/app The electronic-procurement system shall be used to manage the following parts of the RFP process: <i>issuing RFP, issuing amendments to RFP, Query responses, submissions of Proposals, opening of Proposals, evaluation results etc.</i>
2.1	Name of the Client: Department of Fisheries, Govt. of India Method of Selection: Quality and Cost Based Selection (QCBS) as per Procurement Regulations 2023 for IPF Borrowers. (available on www.worldbank.org).
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes, Online on website: https://eprocure.gov.in/eprocure/app The name of the assignment is: <i>Selection of Chartered Accountant (CA) Firm/Cost & Management Accountant (CMA) Firm for Internal Audit of Project for Pradhan Mantri Matsya Kisan Samridhi Sah Yojana (PM-MKSSY)</i>
2.3	A pre-proposal conference will be held: Yes (Authorized representatives of interested firms may attend the conference either in person at the given address or virtually). Date: 14/11/2025 Time: 11.30 A.M. Address: Department of Fisheries, Govt. of India, First Floor, Chandra Lok Building, Janpath, New Delhi-110001 E-mail: srveeragandham@ord.gov.in Contact Person/ Conference Coordinator: V.Srinivasa Rao Director (Fisheries) Telephone: 011 23710017, EPABX-103

Note:

All clarifications regarding the RFP shall be submitted only via email or through the e-procurement portal, no later than the date of the *Pre-Proposal Meeting*, i.e., 14.11.2025. Clarifications received after this date may not be entertained.

Email for Queries: srveeragandham@ord.gov.in

Subject Line: “Clarification – RFP for Internal Auditor – Tender No. IN-DOF-493267-CS-QCBS”

Clarifications must be submitted in the following format (.xls):

Sr No	RFP reference/Page No	RFP Clause	Clarification sought/Query
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1. The weblink for the virtual pre-proposal conference:
Virtual Pre-Proposal Meeting – RFP for Engagement of Internal Auditor
Hosted by Department of Fisheries

<https://dof-vc.webex.com/dof-vc/j.php?MTID=mb1ddaf207cdfccadb0fcc362923b81eb>

Friday, November 14, 2025 11:30 AM | 1 hour 30 minutes | (UTC+05:30)
Chennai, Kolkata, Mumbai, New Delhi

Meeting number: 2550 056 1883

Password: ZRgmd2E9uS9 (97463239 when dialing from a video system)

Join by video system

Dial 25500561883@dof-vc.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-650-479-3208 United States Toll

Access code: 255 005 61883

2. The conference time will be extended only if any participant is on board and queries are still being asked or answered. In absence of both of these, the meeting will end sharp at 12 P.M.
3. Apart from this pre-proposal conference, no other in-person meeting will be allowed by the client in relation to this procurement process.

The bidder or his official representatives (***Not more than 2 from one firm***) are invited to attend the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. The person attending the pre-bid conference should have valid authorization from the authorized signatory of the prospective bidder. Consultant’s authorized representative may also attend the pre-bid meeting virtually. However, request for the link shall be received from the Consultant before 2 (Two) days of the scheduled meeting.

2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>Refer Terms of Reference</u>
3 a. (ii) New Clause	Conflict Restriction between Internal and External Audit Assignments: A bidder who is awarded/qualified for the Internal Audit Assignment shall not be eligible to participate in or be awarded the External Audit Assignment under this Project/Department. Similarly, a bidder who is awarded/qualified for the External Audit Assignment shall not be eligible to participate in or be awarded the Internal Audit Assignment under this Project/Department. This restriction is to ensure independence, objectivity, and avoidance of conflict of interest between the Internal and External Audit functions.
4.1	Not Applicable.
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: <u>www.worldbank.org/debarr</u>
B. Preparation of Proposals	
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.

10.1	The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders: <u>For SIMPLIFIED TECHNICAL PROPOSAL (STP):</u> The Technical Proposal comprising: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 Code of Conduct (ES): The Consultant shall submit its Code of Conduct that will apply to the Experts, to ensure compliance with the Consultant's Environmental and Social (ES) obligations under the Contract. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. AND The Financial Proposal comprising: (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	Statement of Undertaking is required: Yes
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal.

12.1	Proposals shall be valid until 120 days from the Date of Proposal Submission Deadline.
12.4	Replace second sentence of ITC 12.4 with the following: “However, should the need arise, any request for extension of validity will be hosted on e-procurement portal and an e-mail will be sent to the shortlisted Consultant. The Consultant may send their response if any on the e-procurement portal and through e-mail at the e-mail id given in Data Sheet 2.3.”
13	Replace ITC 13 with the following: “13.1. The e-procurement system specified in ITC 1(m) provides for online clarifications. A Consultant may request an online clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposal submission deadline, or raise its inquiries during the pre-proposal conference, if provided for in accordance with ITC 2.3. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond online by uploading the response including an explanation of the query for information of the shortlisted Consultant. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described in ITC 13.1.1 and ITC 13.1.2 below. It is the consultant’s responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the RFP document. 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with the procedure described in the Data Sheet. The amendment shall be binding on all shortlisted Consultant. The Client shall not be liable for any information not received by the shortlisted Consultant. It is the shortlisted Consultant’ responsibility to verify the website for the latest information related to the RFP.
13.1	All clarifications regarding the RFP shall be submitted only via email or through the e-procurement portal, no later than the date of the <i>Pre-Proposal Meeting, i.e., 14.11.2025</i>. Clarifications received after this date may not be entertained. Email for Clarifications/Queries: srveeragandham@ord.gov.in Subject Line: “<i>Clarification – RFP for Internal Auditor – Tender No. IN-DOF-493267-CS-QCBS</i>” Clarifications must be submitted in the following format (.xls):

	Sr No	RFP reference/Page No	RFP Clause	Clarification sought/Query
				Written copies of the responses and the amendments if any, shall be posted on the e-procurement portal: https://eprocure.gov.in The Consultants shall remain responsible to view query and response thereto.
	13.1.1			The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline.
	13.2 (d)			Re-submission of the proposal is <i>“not allowed”</i> , if withdrawn.
	14.1.1			Joint Venture and Sub-consultants are not permitted.
	14.1.2 (do not use for Fixed Budget method)			Estimated input of Key Experts’ time-input: Not Applicable
	14.1.3 for time- based contracts only			Not Applicable
	14.1.4 and 26.2 use for Fixed Budget method			Not Applicable
	15.1			Delete from the first sentence of ITC 15.1, the following: ‘and shall comprise the documents listed in the Data Sheet ’.
	15.2			The format of the Technical Proposal to be submitted is: Simplified Technical Proposal (STP) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
	16.1			In case of official travel if required, rules and regulation of DoF for reimbursement will be applicable for TA/DA, Hotel expenses etc.

16.2	Delete from ITC 16.2, the following: ‘foreign and/or’. A price adjustment provision applies to remuneration rates: Not Applicable.
16.3	Information on the Consultant’s tax obligations in India can be found from the Ministry of Finance, Government of India website http://finmin.nic.in Consultant and their Sub-Consultant and Experts are responsible for payment of all taxes as applicable in India. The Client will, however, reimburse on proof of submission with relevant Government Authority, the Goods & Services Tax (GST) payable on the contract value by the consultant, as per Applicable Law in India. Statutory deductions of taxes at source (TDS), however, shall be made as applicable. The above only are to be shown separately in the financial proposal.
16.4	The Financial Proposal shall be submitted in Indian Rupees.
16.5	Payments under the Contract shall be made in Indian Rupees.
C. Submission, Opening and Evaluation	
17	Replace ITC 17 with the following: “17.1 The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultant shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission shall be done electronically on the e-procurement system and in accordance with procedure specified in the Data Sheet. Proposals submitted by any other means will be rejected. Detailed guidelines for viewing proposals, and for online submission of proposals are given on the website. 17.2 An authorized representative of the Consultant shall digitally sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages

	of both. The authorization shall be in the form of a written power of attorney to be scanned and uploaded together with the Technical Proposal. 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. The Proposal or its modifications must be uploaded on the e-procurement portal specified in ITC 1(m), no later than the deadline indicated in the Data Sheet, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline, as per server time. Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the Data Sheet." <i>[Note for Consultant: For online submission of proposals, the Consultant shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the Consultant and filled up. The filled-up pages shall then be digitally signed, scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.]</i>
17.1	The electronic submission procedures shall be as follows: The Consultant shall submit their Proposals (both Technical and Financial) electronically on the e-procurement portal specified in ITC 1(m), following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website: (a) To participate in the e-tendering process, it is mandatory for the Consultant to have enrolment/registration in the website, and valid Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, obtained from any of the licensed Certifying Agency (CA) authorized by the Government of India. Consultant can see the list of licensed CAs from the link www.cca.gov.in (b) The Consultant should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The Consultant can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. (c) The size of individual files containing the documents comprising the Proposal(s) shall not exceed the limit as per e-procurement portal and there is no limit on the number of files to be uploaded.

17.4	The Proposals must be uploaded on the e-procurement portal specified in ITC 1(m) no later than: Date: 27-11-2025 Time: 11:30 HOURS (Server Time)
17.5	<i>None</i>
19	Replace ITC 19 with the following: “19.1The Client’s evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the Data Sheet and this could be viewed online by the shortlisted Consultant. The short-listed Consultant or their authorized representatives may attend the online opening in person if this option is offered in the Data Sheet. The opening date, time and the address are stated in the Data Sheet. The folder with the Financial Proposal shall remain unopened, encrypted, in the e-procurement system until the subsequent public opening in accordance with ITC 23. 19.2At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of the folder with the Financial Proposal in the portal; and (iii) any other information deemed appropriate or as indicated in the Data Sheet.”
19.1	The procedure for online opening of technical proposals shall be: <i>Technical proposal will be opened on the e-procurement portal by the Client’s Evaluation Committee at the date and time indicated below.</i> Date: 28.11.2025 Time: 12:00 HOURS <i>Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at:</i> The opening shall take place at: Department of Fisheries, Govt. of India, Ground Floor, Chandralok Building, Janpath, New Delhi-110001 [In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day.]

19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A														
21.1	Consultant's technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated and the proposal shall be rejected. Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below:														
[for STP]	Part A: Mandatory Criteria: <table> <tr> <th>S.No</th><th>Parameter</th><th>Pre-qualification Criteria Description</th><th>Supporting documents requirement</th></tr> <tr> <td>1.</td><td>Legal Entity/ Registration of Firm</td><td> 1. The bidder should be a firm registered/incorporated as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) or proprietorship in India. 2. The Chartered Accountant/ Cost & Management Accountant's Firms should be registered with "The Institute of Chartered Accountants of India (ICAI)/The Institute of Cost and Management Accountants of India (ICMAI). 3. The Firm should have been in operation for at least 10 years after its registration as of 31st March 2025. </td><td> Certificate of Incorporation / Registration Certificate, In case of Proprietorship firm bidder should submit registration under relevant state/central government authorities (e.g. Shops and Establishments Act, Udyam Registration, GST registration). </td></tr> <tr> <td>2.</td><td>Statutory Compliance Certificates</td><td>The Firm must be valid empanelment with Comptroller and Auditor General (C&AG) as on date</td><td>Self-attested copy of latest valid Certificate of empanelment with Comptroller & Auditor General of India</td></tr> </table>			S.No	Parameter	Pre-qualification Criteria Description	Supporting documents requirement	1.	Legal Entity/ Registration of Firm	1. The bidder should be a firm registered/incorporated as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) or proprietorship in India. 2. The Chartered Accountant/ Cost & Management Accountant's Firms should be registered with "The Institute of Chartered Accountants of India (ICAI)/The Institute of Cost and Management Accountants of India (ICMAI). 3. The Firm should have been in operation for at least 10 years after its registration as of 31 st March 2025.	Certificate of Incorporation / Registration Certificate, In case of Proprietorship firm bidder should submit registration under relevant state/central government authorities (e.g. Shops and Establishments Act, Udyam Registration, GST registration).	2.	Statutory Compliance Certificates	The Firm must be valid empanelment with Comptroller and Auditor General (C&AG) as on date	Self-attested copy of latest valid Certificate of empanelment with Comptroller & Auditor General of India
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3.	Other	As on 31.03.2025, the Firm should have minimum 2 full time CA/CMA partners.	Self-attested copy of Firm's constitution certificate from their institute.
4.	Turnover	Firm should have minimum average turnover of Rs.50 lakhs for last 3 years (FY 2021-22,2022-23,2023-24)	Copy of the Audited financial statements including Profit & Loss Statement & Balance sheet and Certificate from a Chartered Accountant. The Certificate must have UDIN issued by ICAI.
5.	Office Location	The firm must have Office at Delhi/NCR	Proof of office address i.e. GSTIN Registration
6.	Past Experiences	The firm must have performed minimum of Three assignments of Internal Audit/Statutory Audit/ assignments related to finance, accounts for Central Governments/ State or UTs Government/Government India schemes.	Copies of Work Orders. Completion Certificates by client. Only completed assignments will be considered.

Part B: Evaluation Criteria:

Only the Technical Proposals of Consultants that meet the **Part A: Mandatory Criteria** will be eligible for further evaluation as per provisions of Part B Evaluation criteria.

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

SI No	Criteria	Points	Supporting Documents
1.	Experience of having successfully completed assignments of Internal Audit/Statutory Audits/GST Audits/Handling Procurement and Finance matters for Central Government/State Governments/Government PSUs Schemes in the last 5 years i.e. FY 2019-2020 to FY 2023-24 (1 st April 2019 to March 2024) 1 to 5 assignments: 10 Marks 6 to 10 assignments: 20 Marks More than 10 assignments: 30 Marks	30	Consulting Firms shall ensure to submit Copies of Work orders along with Completion certificates for each completed assignment.
2	Experience of works/assignments related to Audit, finance, accounts, procurement for External aided projects with a minimum contract value of Rs. 15 Lakhs (The World Bank, Asian Development Bank and other multilateral funding agency)	20	Consulting Firms shall ensure to submit Copies of Work orders along with Completion certificates for each

		1 to 2 assignments: 10 Marks 3 to 5 assignments: 15 Marks More than 5 assignments: 20 Marks		completed assignment.
	3	Average Annual Turnover of Firm for the last Three years More than Rs. 50 Lakhs up to Rs. 1 Crore per annum – 5 Marks More than Rs. 1 Crore up to Rs. 1.5 Crore per annum – 7 Marks More than Rs. 1.5 Crore per annum – 10 Marks	10	Copy of the Audited financial statements including Profit & Loss Statement & Balance sheet and Certificate from a Chartered Accountant. The Certificate must have UDIN issued by ICAI.
	4	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs) Technical Approach & Methodology - 5 marks Work Plan - 5 marks Audit Strategy & Planning - 5 marks	15	Write up submitted as part of the proposal covering the following: a) Understanding the objective of the assignment b) Key functionalities delivered c) Implementation methodology
	5	Key Professional Staff- Partner (1) Minimum qualification-CA/CMA-5 marks Additional qualifications (CS/MBA/LLB)-5 marks Experience in handling audits of Central Government/World Bank funded projects-5 marks	15	Copies of Qualifications to be attached with the proposal.
	6	Key Professional Staff- Team Leader (1) Minimum qualification -3 marks Additional qualifications (CS/MBA/LLB)-5 marks Experience in handling audits of Central Government/World Bank funded projects-2 marks	10	Copies of Qualifications to be attached with the proposal.
		Total	100	

Total points for the Six criteria: 100

The minimum technical score (St) required to pass is: 70

Note: The selection of the firm will be based on the Quality and Cost-Based Selection (QCBS) method. Only the Technical Proposals of Consultants that meet the Part A: Mandatory Criteria will be eligible for further evaluation. Bidders who achieve a minimum technical score of 70 in Part B will

qualify for the opening of their Financial Proposals. The total score of the Consultants shall be calculated by weighting the technical and financial scores and adding them as per the formula given in Clause 27.1 Data Sheet. The Proposal that achieves the highest combined technical and financial scores among these proposals will be selected, and their Proposal will be considered the **Most Advantageous Proposal**.

22.2	Replace second sentence of ITC 22.2 with the following: “All other Financial Proposals shall not be opened.”
	Public Opening of Financial Proposals
23	Replace ITC 23.1 with the following: “23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify online through e-procurement portal those Consultant whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will not be opened; and (iv) notify them of the date, time and location of the online public opening of the Financial Proposals and invite them to attend.” In ITC 23.2(b) first sentence, after the words ‘in writing’, add the following: ‘online through e-procurement portal’ In ITC 23.2(b)(iv), after the words ‘location of the’ add the following: ‘online’ Replace ITC 23.4 with the following: “23.4 The Consultant’s attendance at the opening of the Financial Proposals (in person, or online) is optional and is at the Consultant’s choice” Replace ITC 23.5 with the following: “The Financial Proposals shall be publicly opened online by the Client’s evaluation committee in the presence of the representatives of the Consultant and anyone else who chooses to attend. Any interested party who wishes to

	attend this public opening should contact the client as indicated in the Data Sheet. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. The opening of the Financial Proposals will be connected virtually also for which the electronic connection link will be sent by the Client at least two (2) calendar days before the date of online opening through email to the shortlisted Consultant. At the opening, the names of the Consultant, and the overall technical scores, including the break-down by criterion, shall be read aloud and recorded online simultaneously. The Financial Proposals shall be then opened, and the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the e-procurement portal for the information of all Consultant who submitted Proposals and the Bank unless the Data Sheet provides for other means of sending notifications and the results of the financial opening."
23.5	Following the completion of the evaluation of the Technical Proposals, the Client will notify online through e-procurement portal, all Consultants of the location, date and time of the public opening of Financial Proposals. Any interested party who wishes to attend this public opening should contact the following official and request to get notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above – V.Srinivasa Rao Director (Fisheries), Department of Fisheries, Govt. of India, Email: srveeragandham@ord.gov.in Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day.
24.1.1	Not Applicable
25.1	For the purpose of the evaluation, the Client will exclude: all local identifiable indirect taxes such as GST or similar taxes levied on the contract's invoices. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which

	taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1 (QCBS only)	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 70% P = 30% Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
26.2	Not Applicable
26.3	Not Applicable
26.4	Not Applicable
	D. Negotiations and Award
27	Add ITC Cl. 27.9 In case of Consultant’s Qualification Selection, when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultant in similar contracts, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.
27.1	Expected date and address for contract negotiations: Date: Will be notified latter to the L1 bidder Address: Department of Fisheries, Govt. of India, Ground Floor, Chandralok Building, Janpath, New Delhi-110001

29	Not Applicable
32	Not Applicable
33.1	Replace ITC 33 with the following: “The Contract shall be signed prior to the expiry date of the Proposal validity, specified in ITC 12.1 or any extension thereof.”
33.2	Expected date for the commencement of the Services: Date: Will be notified latter
34.1	The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers</u> (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email), to: For the attention: V.Srinivasa Rao Title/ Position: Director (Fisheries) Client: Department of Fisheries, Government of India Email address: srveeragandham@ord.gov.in In summary, a Procurement-related Complaint may challenge any of the followings: 1. the terms of this Request for Proposal; 2. the Client’s decision to exclude a consultant from the procurement process prior to the award of contract; and 3. the Client’s decision to award the contract.

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	03
✓ 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.	NA
✓ 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	NA
✓		TECH-2	Consultant's Organization and Experience.	Maximum 35
✓		TECH-2A	A. Consultant's Organization	Maximum 10
✓		TECH-2B	B. Consultant's Experience	Maximum 25
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	Maximum 06
✓		TECH-3A	A. On the Terms of Reference	Maximum 03
✓		TECH-3B	B. On the Counterpart Staff and Facilities	Maximum 03
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	Maximum 30
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	Maximum 05
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	05 per expert
✓	✓	TECH-7	Code of Conduct	03
✓	✓	TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	NA

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

FORM TECH-1
Technical Proposal Submission Form

{Location, Date}

To:

The Director (Fisheries)
Department of Fisheries, Govt. of India,
Ground Floor, Chandralok Building, Janpath,
New Delhi-110001

Dear Sirs:

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

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption as per ITC 5.

- (e) We, along with any of our sub-consultant, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

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

- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 27.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

FORM TECH-2
(FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment.

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.

B - Consultant's Experience

1. List only previous similar assignments successfully completed.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rs.)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009– Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., Rs.1 mill/Rs. 0.5 mil}	{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., municipality of....., country}	{e.g., Rs. 0.2 mil/Rs. 0.2 mil}	{e.g., sole Consultant}

Form TECH-3
(FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4
Description of Approach, Methodology, and Work Plan for
Performing the Assignment

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

{Suggested structure of your Technical Proposal}

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

FORM TECH-5 (FOR FTP AND STP)
Work Schedule and planning for deliverables

Nº	Deliverables ¹ (D-..)	Days											
		1	2	3	4	5	6	7	8	9		n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{e.g., Deliverable #2.....}												
	Preliminary Report												
	Final Reports -Drafts												
	Final Reports - Final												

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

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

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

1. For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC 21.1.

2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
3. “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.
4. In case of any official travels, rules and regulation of DoF will be applicable for TA/DA, Hotel expenditure etc.

 Full time input
 Part time input

Form TECH-6 (Continued)

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

FORM TECH-7

CODE OF CONDUCT FOR EXPERTS FORM

Note to the Consultant:

The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal

We are the Consultant, *[enter name of consultant]*. We have signed a contract with *[enter name of Client]* for *[enter description of the Services]*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace for carrying the Services is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
5. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
6. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided related to the social aspects of the Contract, including; on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of person assigned by the Consultant to handle such matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of the contact person(s) assigned by the Consultant*] requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature Date: (day month year): _____

FORM TECH-8 (FOR FTP AND STP)

**SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH)
PERFORMANCE DECLARATION**

[The following table shall be filled in for the Consultant, each member of a Joint Venture and each sub consultant proposed by the Consultant]

Consultant's Name: *[insert full name]* Date: *[insert day, month, year]* Joint Venture Member's
or Sub-consultant's Name: *[insert full name]* RFP No. and title: *[insert RFP number and title]*
Page *[insert page number]* of *[insert total number]* pages **SEA and/or SH Declaration**

We:

☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations

☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations

☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.

[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]

Section 4. Financial Proposal - Standard Forms

[CONSULTANT IS REQUESTED TO SUBMIT THE FINANCIAL PROPOSAL IN THE PRICE SCHEDULES/BILL OF QUANTITIES OF FINANCIAL FOLDER OF E PROCUREMENT PORTAL <https://eprocure.gov.in/eprocure/app> only. SUBMISSION OF FINANCIAL QUOTE IN THE TECHNICAL PROPOSAL WILL LEAD TO THE REJECTION OF THE BID. INCASE OF INCONSISTENCY OF QUOTED PRICE IN EXCEL AND PDF FORMAT, THE LATER SHALL PREVAIL.

FURTHER THE CONSULTANT IS REQUESTED TO FOLLOW THE ICAI GUIDELINES (IF ANY) WHILE QUOTING MINIMUM PROFESSIONAL FEES of EXPERTS PER DAY FOR THE EXPERTS/MEMBERS PROPOSED IN THE FINANCIAL PROPOSAL]

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

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

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

FORM FIN-1
Financial Proposal Submission Form

{Location, Date}

To:
The Director (Fisheries)
Department of Fisheries, Govt. of India,
Ground Floor, Chandralok Building, Janpath,
New Delhi-110001

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

Form FIN-2
Summary of Costs

SNo.	Descriptions	Amount (INR)
1.	Total Remuneration for Professional Services	
	TOTAL COSTS (Excluding Taxes)	

Note:

1. The total cost, excluding GST and other taxes, will be payable as per actual.
2. The ceiling cost of the audit is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in Form-3 is to facilitate assessment of reasonableness of costs and conducting negotiations.

FORM FIN-3 Breakdown of Remuneration

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

S.No.	Position (As in Tech-6)	Key Experts Name	Person-Days Remuneration Rate	Time Input in Person/Days (Form Tech-6)	Value in INR
K-1					
K-2					
K-7					
Total					

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name):

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

Address: {insert the authorized representative's address}

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

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

Form FIN-4 Breakdown of Reimbursable Expenses

NOT APPLICABLE

Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Fraud and Corruption

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

1. Purpose

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

2. Requirements

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

- 2.2 To this end, the Bank:

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

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

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultant, contractors, and suppliers, and their sub-contractors, sub-consultant, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Section 7. Terms of Reference

Term of Reference

PROVIDING CONSULTANCY SERVICES FOR PROJECT INTERNAL AUDIT

Fisheries Sector Prosperity Project (P174798)

1. Background

Fisheries and aquaculture are an important source of food, nutrition, employment and income in India. The sector provides livelihood to about 28 million fishers and fish farmers directly and almost twice the number along the value chain. The sector has been growing at an average annual rate of 8-9% for nine-years period from 2014-15 to 2022-23, with record fish production of 175.45 lakh tons and record seafood exports of USD 8.09 billion (₹63,696 crore) in 2022-23. The sector has the potential to grow further and to increase the productivity and incomes of the fishers, fish farmers and other stakeholders along the value chain

However, the sector has certain fundamental weaknesses which were exposed during Covid 19 pandemic. These weaknesses include informal and fragmented nature of the sector, absence of investible surpluses with stakeholders, sub-optimal access to institutional finance, fragmented value chains and low value chain efficiencies, skewed distribution of domestic markets, issues of safety and quality assurance in fish and fisheries products. These weaknesses need to be addressed so as to enable the sector to realize its full potential and to be able to withstand such shocks in future. Accordingly, the Department of Fisheries formulated a set of appropriate intervention under the, Pradhan Mantri Matsya Kisan Samridhi-Sah Yojana (PM-MKSSY), a sub-scheme under Pradhan Mantri Matsya Sampada Yojana (PMMSY), which was approved in February 2024 by the Government of India for implementation during FY2023-24 to FY 2026-27. A comprehensive and transformative endeavour, the PM-MKSSY is poised to invigorate the fisheries and aquaculture sector, fostering sustainable growth and empowerment across the value chain

The PM-MKSSY aims to strengthen the fisheries and aquaculture value chain by addressing structural vulnerabilities and enhancing sectoral resilience. Among the various sub-scheme activities, an emphasis is on (a) providing Performance Grants for supporting fisheries sector microenterprises by improving value-chain efficiencies, creating and maintaining jobs, and enhancing climate resilience – through Component 2; and (b) providing Performance Grants for adoption of fish product safety standards and quality assurance systems, ensuring that micro and small enterprises remain competitive in the market – through Component 3. Performance Grants will be provided as per guidelines of the PM-MKSSY. The eligible entities for these grants include micro and small enterprises in the fisheries and aquaculture sectors, village-level organizations, federations of self-help groups (SHGs), farmer-producer organizations (FPOs), and cooperatives.

2. Operational Framework

The Department of Fisheries (DoF) formulated a set of appropriate interventions under the, Pradhan Mantri Matsya Kisan Samridhi-Sah Yojana (PM-MKSSY), a sub-scheme under Pradhan Mantri Matsya Sampada Yojana (PMMSY), which was approved in February 2024 by the Government of India for implementation during FY2023-24 to FY 2026-27. As a comprehensive and transformative endeavour, the PM-MKSSY is poised to invigorate the fisheries and aquaculture sector, fostering sustainable growth and empowerment across the value chains.

Table 1:-Outlay of the Sub-scheme: PM-MKSSY (₹ in Crore)

From out of PMMSY Scheme	Budgetary Support			Total Private Investment/ Beneficiary Contribution	Grand (Public+ Private)	Total
	World Bank	AFD	Total			
1500.00	1125.00	375.00	3000.00	3000.00	6000.00	

DoF has developed Operational Guidelines namely NFDIP Registration Process, Facilitation of Institutional credit, Strengthening of Fisheries cooperative to function as FFPOs, Adoption of Aquaculture Insurance, Performance Grants, Traceability, and Training, Awareness Generation and Capacity Building), which provide the detailed framework of the components and sub components.

3. Description of the Project Components

The PM-MKSSY aims to strengthen the fisheries and aquaculture value chain by addressing structural vulnerabilities and enhancing sectoral resilience. Among the various sub-scheme activities, an emphasis is on (a) providing Performance Grants for supporting fisheries sector microenterprises by improving value-chain efficiencies, creating and maintaining jobs, and enhancing climate resilience – through Component 2; and (b) providing Performance Grants for adoption of fish product safety standards and quality assurance systems, ensuring that micro and small enterprises remain competitive in the market – through Component 3. Performance Grants will be provided as per guidelines of the PM-MKSSY. The eligible entities for these grants include micro and small enterprises in the fisheries and aquaculture sectors, village-level organizations, federations of self-help groups (SHGs), fish farmer-producer organizations (FFPOs), and cooperatives.

4. Implementation Frameworks and Structures

A multi-level governance structure has been provided to ensure effective and transparent implementation of PM-MKSSY. This includes:

Structure	Roles and Responsibilities
Central Apex Committee (CAC)	Overall implementation of the Sub-scheme including policy guidance and supervision
Project Management Unit (PMU) at DoF	The overall implementation and supervision of the project under the supervision of CAC.
PMU at NFDB	Sub-component 1 B (Facilitating adoption of aquaculture insurance) will be implemented by NFDB. The Chief Executive, NFDB will be the Project Director for this component in PMU at NFDB.
Grant Committee (GC)	There will be a grant committee in PMU, DoF, GoI headed by the Joint Secretary who is also the Project Director of PMU.
Grant Sub Committee (GSC)	There shall be a GSC to assist the GC and TEC under different component of the Sub Scheme
Technical Evaluation Committee (TEC)	For the purpose of considering, the proposal for Traceability there will be TEC in the PMU
Selection Committee (SC)	For the activity “Strengthening of the Cooperatives”, there shall be a Selection Committee, which will scrutinize and

	shortlist the applications received online through NFDPA.
Performance Grant Management Consultancy (PGMC)	Performance Grant Management Consultancy (PGMC) to receive, review and screen Performance grant applications.
Verification & Monitoring Consultants (V&MCs)	Consortium of Fisheries Universities and colleges (COU) will be engaged as independent field level Verification and Monitoring Consultants (V&MC) spanning across all states and Union Territories in India to undertake verification, monitoring and evaluation.

5. Financial Management Framework

The Department of Fisheries (DoF), under the Pradhan Mantri Matsya Kisan Samridhi Sah-Yojana (PM-MKSSY), is implementing the project with financial assistance from the World Bank and the Agence Française de Développement (AFD).

The Project Management Units (PMUs) at the DoF and the National Fisheries Development Board (NFDB) are responsible for maintaining project accounts using Tally Software.

The Project Financial Statements (PFS) are prepared at the PMU at DoF and PMU at NFDB. Additionally, the reporting of project expenditure to the World Bank and AFD is conducted through **Interim Unaudited Financial Reports (IUFR)**, which serve as the basis for disbursements.

In this regard, the Department of Fisheries seeks to appoint an independent firm of Chartered Accountants to conduct quarterly internal audits of the project to ensure transparency and compliance with financial regulations.

6. Objective of the Audit.

The essence of World Bank's audit policy is to ensure that the Bank receive adequate, professional audit assurance that the proceeds of the credit were used for the purpose intended, that the PFS are free from material misstatement, and the terms of the legal agreements were complied with in all material respects.

The key objectives of the Project Internal audit are to obtain a professional opinion from independent auditors whether

- i. The Project fund were utilized for the purposes for which they were provided.
- ii. Expenditure are eligible for financing under the Project legal agreements and these were exclusively financed through the Project funds and no other source of funds have been received by Department of Fisheries for incurring these expenditure.
- iii. Expenditure reported in the Interim Unaudited Financial Reports (IUFR) are in agreement with the Books of account and the IUFRs can be relied upon to support application for withdrawal of credit, and adequate documentation has been maintained to support these claims;
- iv. Procurement has been carried in line with the agreed procedures as detailed in the Project legal agreements and the Procurement manual; and
- v. The project has an adequate internal control system (including its continuing implementation and effectiveness) and adhere to the provision and guidelines of the project.
- vi. The Books of account that provide the basis for preparation of the PFS are established to reflect the financial transaction of the project, and are maintained by the PMU at DoF and PMU at NFDB.
- vii. The Books of accounts that provide the basis for preparation of the PFS are established to reflect the financial transaction of the project, and are maintained by implementing agencies the PMU-DoF and PMU-NFDB.

7. Standards.

The Internal Audit will be carried out in accordance with the Standards on Auditing promulgated by the Institute of Chartered Accountants of India (ICAI). The auditor should accordingly consider materiality when planning and performing the Internal Audit to reduce audit risk to an acceptable level that is consistent with the objectives of the audit. Although the primary responsibility for preventing irregularity and fraud, or ensuring that the Credit proceeds are used for purposes as required in the legal agreements remains with the Management, the Auditor should specifically consider the risk of material misstatements in the financial statements resulting from fraud, while planning and performing the audit procedures and evaluating and reporting the results thereof.

8. Scope and Coverage of audit:

- (i) Enable the auditor to express a professional opinion on the effectiveness of the overall financial management, internal controls, accounting system and procurement arrangements;
- (ii) Whether the overall financial management and arrangements are in practice, effective and adequate, commensurate to the nature of the operations.
- (iii) Provide project management with timely information on financial management aspects of the project, including internal controls and compliance with financing agreements, to enable follow-up action.
- (iv) The audit would cover the entire project i.e., covering all sources and application of funds by PMU at DoF and NFDB. The audit would also cover all consultancies or contracts that may be entered into by the implementing agencies, the internal audit should be carried out in accordance with the Auditing Standards prescribed by the Institute of Chartered Accountants of India and will include such tests and controls, as the auditor considers necessary under the circumstances. The audit plan for each quarter would be worked out with the DoF.

Specific areas of coverage of the audit will include the following:

- a) An assessment of the adequacy of the project financial management systems, including internal controls. This would include aspects such as adequacy and effectiveness of accounting, financial and operational controls, and any needs for revision; level of compliance with established policies, plans and procedures; reliability of accounting systems, books of accounts, data and financial reports; methods of remedying weak controls or creating controls in areas where they are lacking and verification of assets and liabilities.
- b) Test checking of the entire process of performance grant applications, Insurance, Traceability, Institutional Credit and other application under PM-MKSSY, more specifically, review of the physical verifications conducted by verification and monitoring agencies at the field level for performance grants and insurance incentive grants.
- c) Review compliance with the grant manual for all the grants under performance grants and insurance incentive grants
- d) Review on a sampling basis if DoF and NFDB have ensured that all the expenses reported under grants in the IUFs have been received by respective end beneficiaries.
- e) Whether the accounts of the project are compiled in a timely manner at PMU at DoF level.
- f) An assessment of compliance with provisions of financing agreements (IBRD Financing Agreement and Project Agreement), those relating to procurement, accounting and financial matters. Ensure that the IUFs comply with the financing ratio mentioned in the respective financing agreements.
- g) Adherence to project principles and procedures prescribed in the implementation strategies / guidelines/manual for the Project and the administrative rules and regulations made under the project from time to time
- h) Adherence to the safe guard policies applicable to the Project.
- i) All external funds received under the project have been used in accordance with the financing Agreements, with due attention to economy, efficiency and effectiveness, and only for the purposes for which the financing was provided;
- j) Goods, works and services finance have been procured in accordance with the World Bank procurement guideline, procurement manual of the project and financial manual/agreements.
- k) All necessary supporting documents, records, and accounts have been kept in respect of all project activities and that clear linkages exist between accounting records, accounts books, periodic

financial reports and Interim Unaudited Financial Reports (IUFR), Clear linkages should also exist between the books of account and reports presented to CAAA, World Bank etc.

- l) Adequate records are maintained regarding the assets created and assets acquired by the project, including details of cost, identification and location of assets and ensuring that there is a system of physical verifications of assets.
- m) The auditor is expected to obtain and satisfactory document, sufficient audit evidence to support audit conclusion.
- n) Report on any expenditure incurred by the project which should be disallowed.
- o) That the requirement set out in the fiduciary framework, which set out the controls on project grants and directive with respect to their usage, are appropriately applied.
- p) That all necessary supporting document and record have been maintained with respect to the Project expenditure and that the expenditure are reflected in the accounts of Division in accordance with the accounting rules in place.
- q) That there are no case of misappropriation or fraud detected and if there are that these are reported and appropriate action is taken as per the Bank's Guideline on fraud and Corruption as envisaged in www.worldbank.org
- r) The auditor would verify vendor and Beneficiary payments and comments on delayed/pending payments due to Consultants/ Services providers, etc.

7. Period and Methodology of Audit

- 1. The Internal Audit will be for the period from FY 2024-25 to FY 2026-27, i.e. the financial year 2024-25, 2025-26 and 2026-27.
- 2. The audit would be carried out on a concurrent basis in a manner that entire project activities covered. The work plan would be worked out in consultation with PMU-DoF.
- 3. Physical verification is required to be carried out by the auditor and the scope will be mutually decided between PMU-DoF and the auditor.
- 4. Quarterly audit will include aspects of transactional audit, compliance audit and operational audit
- 5. The selected firm will in advance agree with the Project a "Quarterly Schedule of Audit"

8. Reporting.

- 1. The auditor shall submit quarterly report and an annual report.
 - a) **Quarterly reporting:** The Auditors will provide a quarterly report for the units audited during the quarter containing findings and recommendations to enable the Project Management to take timely action. The Report shall contain the records verified, deviations, if any, the adequacy of internal controls and the adherence to Government orders, and rules and regulations made from time to time under the project. The report should discussed and agreed with the auditee and should be structured in a manner giving the observations, the implications of the observations, the suggested recommendation and the management comments/ agreed actions. In addition the internal auditor should provide an Executive Summary highlighting the critical issues which require the attention of the PMU-DoF and the status of actions on the previous recommendations. The audit observations should be supported by instances and quantified, as far as practicable.
 - b) The quarterly audit report should be submitted within 45 days from the end of each quarter, (except for the report for the last quarter of the financial year with in three months from the end of the financial year) with a management letter, executive summary and the detailed report. The report will be submitted to the PMU-DoF.
- 2. The auditor will provide a report to the Project Management highlighting findings during the period under review. This will be in the form of a Management letter which will inter-alia include:
 - a) Comments and observations on the financial management records, systems and controls that were examined during the course of the review.
 - b) Deficiencies and areas of weaknesses in systems and controls and recommendation for their improvement.
 - c) Compliance with covenants in the financing agreement and comments, if any, on internal and external matters affecting such compliance.

Note: - The annual review (at the end of the fiscal year) would include, in addition, the review of project financial statements for the year

9. Audit committee / Finance Review Committee:

The Internal Audit Reports would be submitted on a quarterly basis to the project. The Audit Report will be reviewed by the Audit committee. The audit committee under the chairmanship of the Project Director, Administration would meet on a quarterly basis to review the audit reports, findings and issues and take corrective action on the same. Any long pending issues will be required to be brought to the notice of the Project Director for necessary resolution. The auditor would be called upon by the audit committee to make presentations on the audit findings as and when required.

10. General

The Internal auditors shall be given access to all documents, correspondence, and any other information relating to the project. The auditors shall be provided with the relevant policies and guidelines, Project Appraisal Document (PAD), Project Implementation Plan (PIP), financial manual, of the World Bank and other relevant documents like subject files of the project.

In this part provide observations/ findings on procurement of Goods and Services, whether, the project is following mentioned procedures for procurement as prescribed by The World Bank or GFR as applicable and the same is satisfactory or not.

11. Key Personnel

1. The list of key personnel being part of the internal audit team is as under:

Sl No.	key Professionals	Description of Services to be provided	Minimum Mandatory Qualification/Experience	No. of Person	Total expected man days PA
1	Partner/Audit Manager	Overall coordination, & planning, team leadership, reporting, liaison with client	Qualified Chartered accountants/ Cost & Management Accountant (CA/CMA) with at least 10 years' Post Qualification experience as practicing Chartered Accountant and minimum 5 years continuously with the Firm with expertise in the area of internal audit planning, Execution and reporting.	1	10
2	Audit Team Leader (K2)	Responsibility to lead the audit teams in the field, planning and execution of the audits, conduct discussion with the client and report writing and finalization.	Qualified Chartered accountants/ Cost & Management Accountant (CA/CMA) with at least 5 years' Post Qualification experience and minimum 3 years continuously with the firm with expertise in the internal audit with ability to lead and team and interact with senior level govt. officials	1	10

3	Team Member (K3)	Field level audit of line departments including community groups and sample physical Verifications of activities/ assets.	Qualified chartered accountants/ Cost & Management Accountant (CA/CMA) with at least 2 years post qualification experience / Semi qualified Chartered accountants/ Cost & Management Accountant (CA/CMA) with at least 3 years Post Qualification experience/ MBA Finance/M.Com with at least 5 years' Post Qualification experience in internal audit and report writing.	5	30
Total expected man days PA					50

* ***PA- Per Audit***

* The total expected man months is indicative only as per SOW/TOR.

12. Obligation of DoF

- (i) Pay an all-inclusive fee in local currency for the services rendered as stated in the Terms of Reference.
- (ii) In case of any field visit approved by DoF, expense will be reimbursed as per actual entitlement as per Government norms or decided and approved by the DoF.

Payments & Deliverables:

Payments shall be made upon the successful completion and written acceptance of the specified deliverables, as per the following milestone schedule. All payments are subject to the recovery of any penalties levied under the contract and are contingent upon the satisfactory deployment of the agreed-upon manpower, as may be verified by the Client.

Deliverables	Accepted Criteria	% of Contract
On completion of Retrospective period audit (September 2024 to March 2025) and first Quarterly Transaction Audit Report of FY 2025-26 complete in all respect & submission of report thereon	1. Completeness: The submitted report must be complete in all respects and include all mandatory sections as specified in the Terms of Reference (ToR), such as the Executive Summary, Detailed Findings, Annexes, and Status of Previous Recommendations. 2. Format and Copies: The report must be submitted in the required number of hard and soft copies, using the prescribed tabular format given in the ToR: (Auditee, Observation, Implications, Recommended Action, Auditee's Response, Person Responsible, and Target Date) 3. Presentation Quality: The report must be well-written, logically structured, free from grammatical errors, and professionally presented. 4. Compliance Assessment: The report must contain a detailed section assessing compliance with the Financial Agreement with World Bank and AFD, World Bank Procurement Regulations, and AFD Safeguards Policies, as outlined in the ToR.	10 % of Contract Value
On completion of Second Quarterly Transaction Audit Report of FY 2025-26 complete in all respect & submission of report thereon		10 % of Contract Value
On completion of Third Quarterly Transaction Audit Report of FY 2025-26 complete in all respect & submission of report thereon		10 % of Contract Value
On completion of Fourth Quarterly Transaction Audit Report of FY 2025-26 complete in all respect & submission of report thereon		10 % of Contract Value
On completion of first Quarterly Transaction Audit Report of FY 2026-27 complete in all respect & submission of report thereon		10 % of Contract Value
On completion of Second Quarterly Transaction Audit Report of FY 2026-27 complete in all respect & submission of report thereon		10 % of Contract Value
On completion of Third Quarterly Transaction Audit Report of FY 2026-27 complete in all respect & submission of report thereon		10 % of Contract Value
On completion of Fourth Quarterly Transaction Audit Report of FY 2026-27 complete in all respect & submission of report thereon		10 % of Contract Value
On submission of final Audit Report complete in all respect (Consolidated Procurement and Transaction Audit Report)		20 % of Contract Value

General Conditions:

1. **Payment Request:** The Consultant shall submit a formal invoice along with the corresponding **Client's Acceptance Certificate** for the milestone to trigger the payment process.
2. **Acceptance Timeline:** The Client shall review the deliverables and provide a written notice of acceptance or detailed reasons for non-acceptance within fifteen (15) business days of receipt. If the Client does not respond within this period, the deliverable shall be deemed accepted, provided the Consultant has submitted it in accordance with the TOR.
3. **Manpower Deployment:** The Client reserves the right to verify that the invoiced amount corresponds to the manpower actually deployed for the assignment. Payments may be adjusted if it is found that the actual deployment was significantly less than what was proposed and agreed upon as necessary to complete the work.

Note:

For further details, please refer to the PM-MKSSY Scheme Operational Guidelines available on the Department of Fisheries (DoF) website and the NFDP Portal (<https://dof.gov.in> or <https://nfdp.dof.gov.in>).

The audit location will be at the DoF premises in New Delhi. In case official travel is required, rules and regulation of DoF for reimbursement will be applicable for TA/DA, Hotel expenses etc.

PART II

Section 8. Conditions of Contract and Contract Forms

Lump-Sum Form of Contract

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

Contract for Consultant's Services

Lump-Sum

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

Assignment Title: _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

Form of Contract Lump-Sum

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

Appendix E: Code of Conduct for Experts

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

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

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

For and on behalf of *[Name of Client]*

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

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[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.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (b) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
 - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (h) **“Day”** means a working day unless indicated otherwise.
 - (i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (k) **“Foreign Currency”** means any currency other than the currency of the Client’s country.

- (l) **“GCC”** means these General Conditions of Contract.
- (m) **“Government”** means the government of the Client’s country.
- (n) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) **“Local Currency”** means the currency of the Client’s country.
- (q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (s) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) **“Sub-consultant”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultant, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

- | | |
|---|---|
| 3. Law Governing Contract | 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 4. Language | 4.1. This Contract has been executed in the language specified in the SCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 5. Headings | 5.1. The headings shall not limit, alter or affect the meaning of this Contract. |
| 6. Communications | <p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p> |
| 7. Location | 7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve. |
| 8. Authority of Member in Charge | 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| 9. Authorized Representatives | 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC . |
| 10. Fraud and Corruption | 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC. |

a. Commissions and Fees

10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party

shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give

written notice of the restoration of normal conditions as soon as possible.

- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

18. Suspension

- 18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

- 19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

- 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.

- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. **Cessation of Rights and Obligations**
 - 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. **Cessation of Services**
 - 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. **Payment upon Termination**
 - 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
 - (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultant as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultant as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultant, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interest

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultant, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

**b. Consultant
and Affiliates
Not to Engage
in Certain
Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**c. Prohibition of
Conflicting
Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultant not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**d. Strict Duty to
Disclose
Conflicting
Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultant shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired

in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.

24. Insurance to be taken out by the Consultant

24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultant to take out and maintain, at its (or the Sub-consultant's, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultant to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultant, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultant's attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

26. Reporting Obligations

26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights
of the Client in
Reports and
Records**

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment,
Vehicles and
Materials**

28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

29.1. The Consultant shall have a Code of Conduct for the Experts.

Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including

specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Expert and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided. The posted Code of Conduct shall be provided in languages comprehensible to the Experts and the Client's Personnel.

30. Forced Labor

30.1. The Consultant, including its Subconsultant, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

31. Child Labor

31.1. The Consultant, including its Subconsultant, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultant, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultant, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Consultant with the Client's consent. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

32. Non-Discrimination and Equal Opportunity

32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

33. Training of Experts

33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANT

34. Description of Key Experts

34.1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

35. Replacement of Key Experts

35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

35.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

36. Removal of Experts or Sub-consultant

36.1. If the Client finds that any of the Experts or Sub-consultant:

- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services; or
 - (e) undertakes behaviour which breaches the Code of Conduct;
- the Consultant shall, at the Client's written request, provide a replacement.

36.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

36.3. Any replacement of the removed Experts or Sub-consultant shall possess better qualifications and experience and shall be acceptable to the Client.

36.4. Subject to the requirements in Clause GCC 36.3, and notwithstanding any requirement from the Client to request a

replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.

36.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

37. Assistance and Exemptions

37.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultant employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultant and the Experts or either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any

such amounts as may be earned therein by the Experts in the execution of the Services.

- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

38. Access to Project Site

- 38.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultant or the Experts of either of them.

39. Change in the Applicable Law Related to Taxes and Duties

- 39.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1.

40. Services, Facilities and Property of the Client

- 40.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

41. Counterpart Personnel

- 41.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 41.2. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**42. Payment
Obligation**

42.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

43. Contract Price

43.1. The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

43.2. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

44. Taxes and Duties

44.1. The Consultant, Sub-consultant and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

44.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

**45. Currency of
Payment**

45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.

**46. Mode of Billing and
Payment**

46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.

46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

46.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal

portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

46.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

48. Good Faith

48.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

49. Amicable Settlement

49.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.

49.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

50. Dispute Resolution

50.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

General Conditions
Attachment 1 Fraud and Corruption
(Text in this Attachment shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultant, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultant, contractors, and suppliers, and their sub-contractors, sub-consultant, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of India
4.1	The language is: English.
6.1 and 6.2	The addresses are <i>[fill in at negotiations with the selected firm]</i>: The addresses are: Client: Department of Fisheries, Government of India Ground Floor, Chandralok Building, Janpath, New Delhi-110001 Attention: V. Srinivasa Rao Director (Fisheries) Email: srveeragandham@ord.gov.in Consultant: Attention: Facsimile: E-mail:
8.1	N/A
9.1	The Authorized Representatives are: For the Client: V.Srinivasa Rao Director (Fisheries) Department of Fisheries, Govt. of India For the Consultant: <i>[name, title]</i>_____
11.1	The effectiveness conditions are the following: Signing of Contract by both the parties, after due approvals.
12.1	Termination of Contract for Failure to Become Effective: The time period shall be 2 Months.

13.1	Commencement of Services: The number of days shall be within 15 days Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1 Expiration of Contract:	Expiration of Contract: The time period shall be 24 Months and extendable subject to mutual agreement between client and consultant.
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes
23.1	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: “Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds “one” times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law in India”.

24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of 1.0 times the total ceiling amount of the contract. (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-Consultant, with a minimum coverage of "in accordance with the provisions of law laid down by Insurance
	Regularity and development authority of the India, Indian motor vehicles act 1988 and amendments thereafter of the Republic of India. (c) Third Party liability insurance, with a minimum coverage of "in accordance with the provisions of law laid down by Insurance Regularity and development authority of the India, Indian motor vehicles act 1988 and amendments thereafter of the Republic of India (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-Consultant in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	<i>No Exceptions</i>
27.2	The Consultant shall not use these data, documents, designs, drawings, information, hardware, experts/staff and software, project office space for purposes unrelated to this Contract without the prior written approval of the Client.
37.1 (a) through (f)	<i>This will be subject to relevant Government of India rules/regulations on Foreigners stay and registration as well as Foreign Exchange Management Act.</i>

43.1	The Contract price is: Rs. _____ <i>[insert amount]</i> [exclusive of GST] of local indirect taxes. Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant. The Client shall only reimburse Goods & Services Tax (GST) payable on the contract value by the Consultant, as per Applicable Law in India subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc. The consultant shall register itself for GST with appropriate authority in India & shall provide the Registration Number to the Client.
	The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i>
44.1 and 44.2	The Consultant, sub-Consultant and the Personnel shall pay the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed. The Client shall only reimburse the Goods and Services Tax (GST) payable on the contract value by the Consultant, as per Applicable Law in India, subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc.
46.2	The payment schedule: Quarterly payment: Quarterly payments for 7 quarters will be made @ 10% of the Contracted amount payable after the end of quarter. The payment will be released to the Consultant after submission of Audit Report along with the invoice as per the Reporting requirements stipulated in Section VII – Terms of Reference and approval of Audit Report by the World Bank/DoF. Final payment: The final payment of the last (8th) quarter will be made@ 20% of the Contracted amount payable after the end of quarter. The payment will be released to the Consultant after successful completion of the audit and submission of final Audit report and other activities along with the invoice as per the Reporting requirements stipulated in Section VII – Terms of Reference and approval of Audit Report by the World Bank/DoF.
46.2.1	No advance payments applicable in this contract.

46.2.4	The account is: xxxxxxxxxxxxxxxx
47.1	The interest rate is xxxxxxxxxxxx per annum
50.1	<u>Dispute Resolutions</u> Disputes shall be settled by arbitration in accordance with the following provisions: 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to Indian Council of Arbitration for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Indian Council of Arbitration shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

- b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Indian Council of Arbitration.
- c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Indian Council of Arbitration to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. **Rules of Procedure:** Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration under The Arbitration & Conciliation Act, 1996 as in force on the date of this Contract.

3. **Substitute Arbitrators.** If, for any reason, an arbitrator is unable to perform his or her function, a substitute shall be appointed in the same manner as the original arbitrator.

4. **Nationality and Qualifications of Arbitrators.** The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) to 1(c) above shall be an Indian National recognized legal or technical expert with extensive experience in relation to the matter in dispute

5. **Miscellaneous.** In any arbitration proceeding hereunder:

- a) proceedings shall, unless otherwise agreed by the Parties, be held in the city where the contract is signed;
- b) the English language shall be the official language for all purposes;
- c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- d) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration.

- | | |
|--|--|
| | <ul style="list-style-type: none">e) The Arbitrator should give final award within 180 days of starting of the proceedings.f) Performance under the contract shall continue during the arbitration proceedings and payments due to the consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings. |
|--|--|

Appendices

Appendix A – Terms of Reference

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

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

.....

Appendix B - Key Experts

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

.....

Appendix C – Breakdown of Contract Price

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultant’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultant, or (ii) if there are no further payments to be made by the Client to the Consultant, the Consultant shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.2.3 of this Contract. ”

Appendix D - Form of Advance Payments Guarantee

NOT APPLICABLE

[See Clause GCC 42.2.1 and SCC 46.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____ *[insert date]* _____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]* _____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of *[month]*_____, *[year]*__,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Appendix E - Code of Conduct for Experts

AFD's Covenant of Integrity

Invitation of Bids/Proposals/Contract No. _____

To : _____

We declare and undertake that neither we nor anyone, including any member of our joint venture or any of our suppliers, contractors, sub-contractors, consultants, sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any activity prohibited under AFD's General Policy on Combatting Corruption, Fraud, Anti-Competitive Practices, Money Laundering and Terrorist Financing¹ ("AFD's General Policy") in connection with the present procurement process and (in case of award) the execution of the above-referenced contract ("Contract"), including any amendments thereto.

We acknowledge that AFD's participation in the financing of the Contract is subject to AFD's General Policy. As such, we acknowledge that AFD will not be able to participate in the financing of the Contract if we, including any member of our joint venture, or any of our suppliers, contractors, subcontractors, consultants or sub-consultants are ineligible as a result of a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or are on any of the following lists (AFD's Sanction Lists):

<i>EU financial sanctions list</i>	https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_fr
<i>French financial sanctions list</i>	https://www.tresor.economie.gouv.fr/services-aux-entreprises/sanctions-economiques/dispositif-national-de-gel-des-avoirs
<i>EU commercial sanctions list</i>	https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-08-04.pdf

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the AFD to inspect all accounts, records, and other documents relating to the procurement process and/or Contract execution (in the case of award), and to have them audited by auditors appointed by the AFD.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the Contract.

Name: _____

In the capacity of: _____

Duly empowered to sign in the name and on behalf of²: _____

Dated: _____

Signature: _____

¹ Available at <https://www.afd.fr>.

² In case of joint venture, the name of the joint venture shall be inserted here, and the Covenant shall be signed by the person duly authorized to sign the application, bid or proposal on behalf of the applicant, proposer, bidder or consultant.