Request for Proposals
Consulting Services

Procurement of:

Consultancy Services for “Project Management and Construction Supervision Consultant” (PMC) for construction of highway tunnel parallel to the Dhalli Tunnel under the Shimla Smart City Mission

Client: Chief Engineer-cum-Project Director, Himachal Pradesh State Road and other Infrastructure Development Corporation Limited, Nirman Bhawan Nigam Vihar, Shimla-171002,

Country: India

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PART I

Section 1. Request for Proposal Letter
Request for Proposal Letter

Consulting Services

Name of Assignment: Consultancy Services for “Project Management and Construction Supervision Consultant” (PMC) for construction of highway tunnel parallel to the Dhalli Tunnel under the Shimla Smart City Mission

Country: India

Date: May 30, 2020

The GoHP through BoD Shimla Smart City Limited meeting held on 31.10.2019 has decided that “HPRIDC will update the DPR through its consultants for tunnel parallel-Dhalli tunnel under the Shimla Smart City Mission. GoHP has also implemented World Bank funded HP State Road Project (HPSRP-I) through HPRIDC which was completed and closed in June 30, 2017. Under this project, detailed engineering design, preparation of safeguards documents and preparation of BoQ, cost estimates and bidding documents of approximately 3800 metres of tunnels was undertaken for implementation either through direct financing or through PPP mode. For de-congestion of vehicle traffic in the state capital Shimla the following tunnels were studied and proposed for implementation:-

1) Lift to Lakkar Bazar (Idgah) having total length 350 meters approx.
2) List to Himfed Petrol-Pump having total length 950 meters approx.
3) Himfed Petrol Pump to IGMC having total length 1200 meters approx.
4) Sanjauli-Dhalli tunnel having length of 160 meters approx.

The feasibility and detailed design of tunnels in Shimla has been done by M/s GC- RITES-SECON JV comprising of GEOCONSULT ZT GmbH (Lead Firm), Hoelzlstrasse 563, A-5071 Wals/Salzburg, Austria and RITES Ltd., RITES Bhawan, 1, Sector-29, Gurgaon-122001 and SECON Pvt. Ltd., #147, 7B Road, Expert Industrial Park, Whitefield, Bangalore-560066.

Description of Tunnels: Shimla is primarily served by circular road commonly referred to as “Cart Road” or “Motor Round Road”(MRR). This road was originally constructed in the 19th and early 20th centuries as a mule/horse track and later as a cart road. All ingress and egress of traffic is from this circular road and the entire vehicular traffic of this city of 1.40 lacs people is concentrated on this circular road. The core areas of the historic
town are located along this road both on the hill as well as the valley sides in the form of ribbon development. As present it is either of double lane or of intermediate lane width and it has not been possible to widen further due to the existing structures on both sides of the road. This has resulted in a severe bottleneck. To find a suitable solution for sustainable and environmentally sound transportation system, the first three of the above tunnels have been proposed for construction for which further study is now required.

The Spiti valley, Kinner district and upper parts of Shimla area are at present connected to Shimla, the state capital through Sanjauli-Dhalli single lane traffic tunnel. This tunnel was constructed during the beginning of 19th century to meet the traffic requirements of that time. Now with the passage of time the traffic intensity has increased manifold and the existing tunnel has become a bottleneck resulting in traffic congestion. To meet with the present traffic requirements and location of many tourist scenic spots like Kufri, Naldehra, Tattapani, Narkanda and Chail etc. It is proposed to explore the possibility of double laning the existing traffic tunnel or to provide an additional tunnel almost parallel to the existing tunnel.

**It is clarified that the Consultancy Services for “Project Management and Construction Supervision Consultant” (PMC) for construction of highway tunnel parallel to the Dhalli Tunnel under the Shimla Smart City Mission shall be funded by the Govt. of India under the Smart City Mission.**

1. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): Consultancy Services for “Project Management and Construction Supervision Consultant” (PMC) for construction of highway tunnel parallel to the Dhalli Tunnel under the Shimla Smart City Mission.

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

3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Name of firms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Aarvee Associates Architects Engineers &amp; Consultants Pvt. Ltd. 8-2-5 Ravula Residency, Srinagar Colony Main Road Hyderabad-500082, India Tel No. +91-40-23737633, 48483456 Email: <a href="mailto:aarvee@aarvee.net">aarvee@aarvee.net</a></td>
</tr>
<tr>
<td>2.</td>
<td>AECOM ASIA COMPANY LIMITED In joint venture with Lion Engineering Consultants 9/F, Infinity Tower, Tower ‘C’, DLF Cyber City, Phase II, Gurgaon-122002 Tel. No.: +91 124 4830100, 4871400/645 Fax: +91 124 4872649 Email: <a href="mailto:infoaecom@gmail.com">infoaecom@gmail.com</a></td>
</tr>
</tbody>
</table>
3. Dohwa Engineering Co. Ltd.  
   (Dohwa) - Lead Partner  
   #438 Samseong-ro, Gangnam-gu, seoul, 01678, Korea.  
   In Joint venture with  
   Intercontinental Consultants and Technocrats Pvt. Ltd. (ICT) - JV Partner  
   A-8, Green Park New Delhi-110016, India

4. EPTISA India Pvt. Ltd.  
   506, Level 5, JMD Regent Square, M.G. Road Gurgaon-122002, Haryana, India  
   Tel No. +91 124-4056714

5. Lombardi Engineering Limited  
   A1/152 First Floor, Safdarjung Enclave  
   New Delhi 110029, India  
   Mobile +91 9871613820  
   Tel.: +91 11 40517415  
   E-mail: newdelhi@lombardi.group

6. GEODATA ENGINEERING SPA,  
   Unit No.401-402, 4th Floor, NDM-I,  
   Netaji Subhash Place, Pitampura Delhi-110034  
   E-mail: bd.india@geodata.it

7. TPF GETINSA-EUROESTUDIOS S.L. In Joint Venture with  
   TPF ENGINEERING PVT.LTD.  
   4th Floor, Pudhari Bhawan, Sector-30-A, Near Sanpada Railway Station, Vashi,  
   Navi Mumbai-400705, Maharashtra, India  
   Tel. No. +91 02241273303/04/05; Fax No. +91 02241273306  
   Email: tenders@tpfepl.com

4. It is not permissible to transfer this RFP to any other firm.

5. A firm will be selected under **Quality and Cost Based Selection (QCBS)** procedures  
   and in a Full Technical Proposal (FTP) format as described in this RFP. The RFP includes  
   the following documents:

   - Section 1 – Request for Proposals Letter  
   - Section 2 - Instructions to Consultants and Data Sheet  
   - Section 3 - Technical Proposal (FTP) - Standard Forms  
   - Section 4 - Financial Proposal - Standard Forms  
   - Section 5 – Eligible Countries  
   - Section 6 – Fraud and Corruption  
   - Section 7 - Terms of Reference  
   - Section 8 - Standard Forms of Contract (Time-Based)  
   - Section 9- Notification of Intention to Award and Beneficial Ownership Forms
6. Please inform us by June 03, 2020, in writing at office of the Chief Engineer-cum-Project Director, State Roads Project, Himachal Pradesh Road and Other Infrastructure Development Corporation Limited, Nirman Bhawan, Nigam Vihar, Shimla-171002 (H.P), India by facsimile +91-177-2620663, or by E-mail pdsrp-hp@nic.in:

(a) that you have received this Request for Proposals; and

(b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

7. Details on the proposal’s submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

[Er. Ajay Gupta]
Chief Engineer-cum-Project Director,
Himachal Pradesh Road and Other Infrastructure Development Corporation Limited (HPRIDC),
Nirman Bhawan, Nigam Vihar, Shimla-171002 (H.P),
Facsimile +91-177-2620663, E-mail pdsrp-hp@nic.in
Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

The project is funded by GoI under the Smart City Mission and not by the World Bank. However, the Employer intends to implement the same under the current World Bank Procurement Regulations as the DPRs of proposed tunnels were prepared as per the relevant Procurement Guidelines of the World Bank under HPSRP-I, so the relevant SBD of World Bank has been adopted as it is, to ensure its implementation as per the best global engineering practices. As such in all references as World Bank or Bank may please be read as GoHP/Employer.

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) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.

(d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(e) “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).

(f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of
the ITC.

(g) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Employer. It excludes the Employer’s official public holidays.

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

(i) “Government” means the government of the Client’s country Government of Himachal Pradesh/Government of India.

(j) “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;

(k) “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.

(l) “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.

(m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides—the shortlisted Consultants with all information needed to prepare their Proposals.

(n) “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.

(o) “Proposal” means the Technical Proposal and the
Financial Proposal of the Consultant.

(p) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.

(q) “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.

(r) “Services” means the work to be performed by the Consultant pursuant to the Contract.

(s) “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.

(t) “Terms of Reference (TORs)” (this Section 6 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.

(u) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.

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

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional.
2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, 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.

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) Conflict between consulting activities and procurement of goods, works or non-consulting services: 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) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

(iii) Relationship with the Client’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a
professional staff of the Client, or of implementing agency,) 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 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 Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Fraud and Corruption

5.1 The Employer requires compliance with the /GoHP/GoI/ CVC guidelines prevailing rules, regulations and procedures.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Employer/GoHP to inspect all accounts, records and other documents relating to any short listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Employer/GoHP.

6. Eligibility

6.1 The Employer/ GoHP permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services.

6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Employer.

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:
a. Sanctions

6.3.1 A Consultant /JV/Consortium that has been sanctioned by any international funding agency, country, Employer, pursuant to the GoHP/GoI Anti-Corruption Guidelines and in accordance with prevailing sanctions policies and procedures applicable as per relevant law, as described in Section V, Fraud and Corruption, shall be ineligible to be shortlisted for, submit proposals for, or be awarded. The debarred firms and individuals are as specified in the Data Sheet.

b. Restrictions for State-Owned Enterprises

6.3.2 State-owned enterprises or institutions may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Employer, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the GoHP/GoI.

c. Restrictions for Public Employees

6.3.3 Government officials and civil servants of the GoHP/GoI 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 Employer/GoHP.

d. Debarment

A firm that is under a sanction of debarment by the /MoRTH/NHAI/HPPWD/HPRIDC/SSCL/ any international funding agency etc. from being awarded a contract is not eligible to participate in this procurement, unless the Government of HP, at the Employer’s request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

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 The Data Sheet indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.

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 Validity Period

12.4 The Client will make its best effort to complete the negotiations and award the contract within the proposal’s validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

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

### b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the 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.

### c. Sub-contracting

12.9 The Consultant shall not subcontract the whole of the Services.

### 13. Clarification and

13.1 The Consultant may request a clarification of any part of
Amendment of RFP

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 shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

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

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

14. Preparation of Proposals Specific Considerations

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

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each
other, any of them can be a lead member.

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-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client’s country is provided in the Data Sheet.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in 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). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 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 Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing GoI/GoHP prevailing rules and 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 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 shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant 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.

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, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

(i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;

(ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each
criterion and sub-criterion;

(iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and

(iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

(i) Their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;

(ii) Provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;

(iii) Their Financial Proposal will be opened at the public opening of Financial Proposals; and

(iv) Notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant’s choice.

23.5 The Financial Proposals shall be opened publicly by the Client’s evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the Data Sheet. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client’s website, if available. At the opening, the names
of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

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. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

27.1 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)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected.

27.3 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

27.4 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

28. Negotiations

28.1 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.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.

a. Availability of Key Experts

28.3 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.

28.4 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

28.5 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

28.6 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.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 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 consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates. 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.

29. Conclusion of Negotiations

29.1 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.

29.2 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 Government of HP 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.

30. Standstill Period 30.1 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 ITC33. 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 GoHP, the Standstill Period shall not apply.

31. Notification of Intention to Award 31.1 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.

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client’s intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the Data Sheet, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

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

(a) name and address of the Client;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;

(d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefore;

(e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.

(f) successful Consultant’s Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 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.

33. Debriefing by the Client/Employer

33.1 On receipt of the Client’s Notification of Intention to Award referred to in ITC31.1, 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.

33.2 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.

33.3 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.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting.

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

35. Procurement Related Complaint

35.1 The procedures for making a Procurement-related Complaint are as specified in the Data Sheet.
# Section 2. Instructions to Consultants

## E. Data Sheet

<table>
<thead>
<tr>
<th>ITC Reference</th>
<th>A. General</th>
</tr>
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<tbody>
<tr>
<td>1 (b)</td>
<td><em>India</em></td>
</tr>
<tr>
<td>1 (l)</td>
<td>No Change</td>
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</tbody>
</table>

### 2.1 Name of the Client:

*Chief Engineer-cum-Project Director, Himachal Pradesh State Road and other Infrastructure Development Corporation Limited Nirman Bhawan, Nigam Vihar Shimla-171002,*

**Method of selection:** *Quality and Cost Based Selection (QCBS)*

### 2.2 Financial Proposal to be submitted together with Technical Proposal:

Yes

**The name of the assignment is:**

*Consultancy Services for “Project Management and Construction Supervision Consultant” (PMC) for construction of highway tunnel parallel to the Dhalli Tunnel under the Shimla Smart City Mission*

### 2.3 A pre-proposal conference will be held:  Yes

**Date of pre-proposal conference:** **June 10, 2020.**

**Time:** 1100 Hours Indian Standard Time (IST)

**Address:** O/o Chief Engineer-cum-Project Director, Himachal Pradesh Road and Other Infrastructure Development Corporation Limited (HPRIDC) Nirman Bhawan, Nigam Vihar, Shimla-171002, Himachal Pradesh.

**Telephone:** 0177-2627602 Facsimile: 0177-2620663

**E-mail:** [pdsrp-hp@nic.in](mailto:pdsrp-hp@nic.in)
Contact person/conference coordinator: Er. Tamanna. Executive Engineer (HPRIDC)

2.4 The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:

The feasibility and detailed design of Dhalli tunnel in Shimla prepared by M/s GC- RITES-SECON JV comprising of GEOCONSULT ZT GmbH (Lead Firm), Hoelzlstrasse 563, A-5071 Wals/Salzburg, Austria and RITES Ltd., RITES Bhawan, 1, Sector-29, Gurgaon-122001 and SECON Pvt. Ltd., #147, 7B Road, Expert Industrial Park, Whitefield, Bangalore-560066

4.1 Not Applicable

6.3.1 List of Debarred / Sanctioned Consultants as available on the official website of MoRTH/NHAI/HPPWD/HPRIDC/ Other International Funding Agencies.

### B. Preparation of Proposals

9.1 This RFP has been issued in the English language. The Proposal shall be submit in English Language. All Correspondence exchange shall be English Language

10.1 The Proposal shall comprise the following:

**For FULL TECHNICAL PROPOSAL (FTP):**

1st Inner Envelope with the Technical Proposal:

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 (ESHS)

The Consultant shall submit the Code of Conduct that will apply to the Consultant’s Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.

AND

2nd Inner Envelope with the Financial Proposal (if applicable):

(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

12.1 Proposals must remain valid for: 90 days after the proposal submission deadline.

13.1 Clarifications may be requested no later than Fourteen days prior to the submission deadline.

Chief Engineer-cum-Project Director,
Himachal Pradesh Road and Other Infrastructure Development Corporation Limited (HPRIDC),
Nirman Bhawan, Nigam Vihar, Shimla-171002,
Himachal Pradesh.

Telephone: 0177-2627602 Facsimile: 0177-2620663 E-mail: pdsrp-hp@nic.in
<table>
<thead>
<tr>
<th>14.1.1</th>
<th>Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>14.1.2</td>
<td>Estimated input of Key Experts’ time-input: 222 person-months.</td>
</tr>
<tr>
<td></td>
<td>(do not use for Fixed Budget method)</td>
</tr>
<tr>
<td>14.1.3</td>
<td>The Consultant’s Proposal must include the minimum Key Experts’ time-input of 222 person-months. For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</td>
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<tr>
<td>14.1.4 and 27.2</td>
<td>“Not Applicable”</td>
</tr>
<tr>
<td></td>
<td>use for Fixed Budget method</td>
</tr>
<tr>
<td>15.2</td>
<td>The format of the Technical Proposal to be submitted is: FTP. Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</td>
</tr>
<tr>
<td>16.1</td>
<td>A sample list is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms. (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most...</td>
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<tr>
<td>16.2</td>
<td>A price adjustment provision applies to remuneration rates:</td>
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<td>------</td>
<td>-------------------------------------------------------------</td>
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<tr>
<td></td>
<td>Yes, it applies to foreign and/or local inflation</td>
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</table>

<table>
<thead>
<tr>
<th>16.3</th>
<th>“Information on the Consultant’s tax obligations in the Client’s country can be found from the web site Ministry of Finance, Government of India.</th>
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<tbody>
<tr>
<td></td>
<td>Only Goods and Services Tax (GST) should be shown separately which including other indirect taxes if any will be reimbursed on submission of receipt of payment. However no direct taxes shall be paid.</td>
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</table>

<table>
<thead>
<tr>
<th>16.4</th>
<th>The Financial Proposal shall be stated in the following currencies:</th>
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<tr>
<td></td>
<td>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</td>
</tr>
<tr>
<td></td>
<td>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes.</td>
</tr>
</tbody>
</table>

## C. Submission, Opening and Evaluation

<table>
<thead>
<tr>
<th>17.1</th>
<th>The Consultants shall have the option of submitting their Proposals electronically.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>“No”</td>
</tr>
</tbody>
</table>
### 17.4

The Consultant must submit:

- (a) **Technical Proposal**: one (1) original and two copies;
- (b) **Financial Proposal**: one (1) original.

### 17.7 and 17.9

The Proposals must be submitted no later than:

- **Date**: 13 July, 2020
- **Time**: 15:00 Hours (IST)

The Proposal submission address is:

Chief Engineer-cum-Project Director,
Himachal Pradesh Road and Other Infrastructure Development Corporation Limited (HPRIDC),
Nirman Bhawan, Nigam Vihar, Shimla-171002,
Himachal Pradesh.

### 19.1

An online option of the opening of the Technical Proposals is offered:

No

The opening shall take place at:

Same as the Proposal submission address
- **Date**: same as the submission deadline indicated in 17.7.
- **Time**: 15:30 Hours

### 19.2

In addition, the following information will be read aloud at the opening of the Technical Proposals: Not Applicable

### 21.1

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

- (i) **Specific experience of the Consultant (as a firm) relevant to the Assignment**: [5]
- (ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)**: [25]

*Notes to Consultant: the Client will assess whether the proposed*
methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]

(iii) **Key Experts’ qualifications and competence for the Assignment:**

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Position</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Team Leader cum Infrastructure Expert</td>
<td>5</td>
</tr>
<tr>
<td>2.</td>
<td>Deputy Team Leader cum Project Management Expert</td>
<td>5</td>
</tr>
<tr>
<td>3.</td>
<td>Senior Highway Engineer cum Project Planning expert(s) with relevant Indian experience in project management</td>
<td>5</td>
</tr>
<tr>
<td>4.</td>
<td>Senior Bridge/Tunnel/ Structural Engineer</td>
<td>5</td>
</tr>
<tr>
<td>5.</td>
<td>Senior Quality cum Material Expert</td>
<td>5</td>
</tr>
<tr>
<td>6.</td>
<td>Procurement cum Contract Management expert (including PPP project)</td>
<td>5</td>
</tr>
<tr>
<td>7.</td>
<td>Financial Management Expert</td>
<td>5</td>
</tr>
<tr>
<td>8.</td>
<td>Legal expert (civil contract and consultancy Agreement)</td>
<td>5</td>
</tr>
<tr>
<td>9.</td>
<td>Senior Environment Expert</td>
<td>5</td>
</tr>
<tr>
<td>10.</td>
<td>Road Safety Expert</td>
<td>5</td>
</tr>
<tr>
<td>11.</td>
<td>Senior Social Development Expert</td>
<td>5</td>
</tr>
<tr>
<td>12.</td>
<td>IT-ICT Manager (Expert)</td>
<td>5</td>
</tr>
</tbody>
</table>

**Total points for criterion (iii):** 60

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

1) General qualifications (general education, training, and experience): 20%

2) Adequacy for the Assignment (relevant education, training,
experience in the sector/similar assignments) : [70%]

3) [If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): [10%]

Total weight: 100%

(iv) **Transfer of knowledge (training) program** (relevance of approach and methodology): [normally, not to exceed 10 points]

Total points for criterion (iv): [5]

(v) **Participation by nationals among proposed Key Experts** [5]

[not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the national Key Experts’ time-input (in person-months) to the total number of Key Experts’ time-input (in person-months) in the Consultant’s Technical Proposal]

Total points for the five criteria: 100

The minimum technical score (St) required to pass is: [75]

### Public Opening of Financial Proposals

23.4 **An online option of the opening of the Financial Proposals is offered:** No

23.5 Following the completion of the evaluation of the Technical Proposals, the Client will notify 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 Chief Engineer-cum-Project Director, State Roads Project, Himachal Pradesh Road and Other Infrastructure Development Corporation Limited, Nirman Bhawan, Nigam Vihar, Shimla-171002 and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.

Alternatively, a notice of the public opening of Financial Proposals may be
Section 2. Instructions to Consultants - Data Sheet

| 25.1 | For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST, sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client’s country. 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 | The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian National Rupees (INR).

The official source of the selling (exchange) rate is: Bills Selling Exchange Rate as published by State Bank of India [SBI], Kalibari Shimla.

The date of the exchange rate is the last date for submission of proposals indicated in Clause 17.7 of Data Sheet.

| 27.1 (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. [or replace with another inversely proportional formula acceptable to the Employer/GoHP] The weights given to the Technical (T) and Financial (P) Proposals are: T = [80], and P = [20] Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%. |
## D. Negotiations and Award

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
</table>
| **28.1** | **Expected date and address for contract negotiations:**  
**Date:** August 24, 2020  
**Address:** O/o The Chief Engineer-cum-Project Director, State Roads Project, Himachal Pradesh Road and Other Infrastructure Development Corporation Limited, Nirman Bhawan, Nigam Vihar, Shimla-171002, Himachal Pradesh. |
| **32.1** | The successful Consultant *shall* submit the Beneficial Ownership Disclosure Form. |
| **34.2** | **Expected date for the commencement of the Services:**  
**Date:** September 24, 2020 *at Shimla* |
| **35.1** | If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint as per the Grievance / Compliant Redressal Mechanism available on HPRIDC website at the link: http://himachalservices.nic.in/hpridc, in Writing (by the quickest means available, such as by email or fax), to: |
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

<table>
<thead>
<tr>
<th>Required for FTP or STP</th>
<th>FORM</th>
<th>DESCRIPTION</th>
<th>Page Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>TECH-1</td>
<td>Technical Proposal Submission Form.</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>TECH-1A</td>
<td>Attachment If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>TECH-2</td>
<td>Consultant’s Organization and Experience.</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>TECH-2A</td>
<td>A. Consultant’s Organization</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>TECH-2B</td>
<td>B. Consultant’s Experience</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>TECH-3</td>
<td>Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>TECH-3A</td>
<td>A. On the Terms of Reference</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>TECH-3B</td>
<td>B. On the Counterpart Staff and Facilities</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>TECH-4</td>
<td>Description of the Approach, Methodology, and Work Plan for Performing the Assignment</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>TECH-5</td>
<td>Work Schedule and Planning for Deliverables</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>TECH-6</td>
<td>Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>TECH-7</td>
<td>Code of Conduct (ESHS)</td>
<td></td>
</tr>
</tbody>
</table>

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:

Chief Engineer-cum-Project Director,
State Roads Project, Himachal Pradesh Road and
Other Infrastructure Development Corporation Limited,
Nirman Bhawan, Nigam Vihar, Shimla-171002,
Himachal Pradesh.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Consultancy Services for “Project Management and Construction Supervision Consultant” (PMC) for construction of highway tunnel parallel to the Dhalli Tunnel under the Shimla Smart City Mission in accordance with your Request for Proposal(s) dated [ ] and our Proposal. “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”

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

{OR}

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

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, 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 GoHP/GoI and CVC’s Guidelines & policy in regard to Fraud and Corruption as per ITC 5.

(e) We, along with any of our sub-consultants, 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 GoI/GoHP/SSCL. Further, we are not ineligible under the India’s laws or official regulations.

(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 the country of the Client.

(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 28.4 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 34.2 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}

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}
**FORM TECH-2 (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. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

**A - Consultant’s Organization**

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

2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *If required under Data Sheet ITC32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.*

**B - Consultant’s Experience**

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

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.
<table>
<thead>
<tr>
<th>Duration</th>
<th>Assignment name/&amp; brief description of main deliverables/outputs</th>
<th>Name of Client &amp; Country of Assignment</th>
<th>Approx. Contract value (in US$ equivalent)/ Amount paid to your firm</th>
<th>Role on the Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>{e.g., Jan.2009–Apr.2010}</td>
<td>{e.g., “Improvement quality of.............”: designed master plan for rationalization of ........}</td>
<td>{e.g., Ministry of ....... country}</td>
<td>{e.g., US$1 mill/US$0.5 mill}</td>
<td>{e.g., Lead partner in a JV A&amp;B&amp;C}</td>
</tr>
<tr>
<td>{e.g., Jan-May 2008}</td>
<td>{e.g., “Support to sub-national government.....”: drafted secondary level regulations on............}</td>
<td>{e.g., municipality of........... country}</td>
<td>{e.g., US$0.2 mil/US$0.2 mil}</td>
<td>{e.g., sole Consultant}</td>
</tr>
</tbody>
</table>
FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}
FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

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

a) Technical Approach and Methodology.  [Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks [Note to Client: add the following for supervision of civil works contracts: including the Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]

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

c) Organization and Staffing.  [Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.]
FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

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 /Note to Client: add the following for supervision of civil works contracts: including the Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health and Safety (ESHS) 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**

<table>
<thead>
<tr>
<th>Nº</th>
<th>Deliverables ¹ (D-..)</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td><strong>D-1</strong></td>
<td>{e.g., Deliverable #1: Report A}</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1) data collection</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2) drafting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3) inception report</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4) incorporating comments</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5) delivery of final report to Client</td>
<td></td>
</tr>
<tr>
<td><strong>D-2</strong></td>
<td>{e.g., Deliverable #2:.............}</td>
<td></td>
</tr>
</tbody>
</table>

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.
## FORM TECH-6 (FOR FTP AND STP)

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS**

<table>
<thead>
<tr>
<th>N°</th>
<th>Name</th>
<th>Expert’s input (in person/month) per each Deliverable (listed in TECH-5)</th>
<th>Total time-input (in Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Position</td>
<td>D-1</td>
</tr>
<tr>
<td><strong>KEY EXPERTS</strong></td>
<td></td>
<td>[Home]</td>
<td>[0.5 m]</td>
</tr>
<tr>
<td>K-1</td>
<td>e.g., Mr. Abbbb</td>
<td>Team Leader</td>
<td>Field</td>
</tr>
<tr>
<td>K-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NON-KEY EXPERTS**

<table>
<thead>
<tr>
<th>N°</th>
<th>Name</th>
<th>Expert’s input (in person/month) per each Deliverable (listed in TECH-5)</th>
<th>Total time-input (in Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Position</td>
<td>D-1</td>
</tr>
<tr>
<td></td>
<td>[Home]</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Field]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N-1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Subtotal | | | | | | | | | | |
| Subtotal | | | | | | | | | | |
| Total | | | | | | | | | | |

1. For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.
FORM TECH-6
(CONTINUED)

CURRICULUM VITAE (CV)

<table>
<thead>
<tr>
<th>Position Title and No.</th>
<th>{e.g., K-1, TEAM LEADER}</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Expert:</td>
<td>{Insert full name}</td>
</tr>
<tr>
<td>Date of Birth:</td>
<td>{day/month/year}</td>
</tr>
<tr>
<td>Country of Citizenship/Residence</td>
<td></td>
</tr>
</tbody>
</table>

**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.}

<table>
<thead>
<tr>
<th>Period</th>
<th>Employing organization and your title/position. Contact information for references</th>
<th>Country</th>
<th>Summary of activities performed relevant to the Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>[e.g., May 2005-present]</td>
<td>[e.g., Ministry of ……, advisor/consultant to… For references: Tel……/e-mail……; Mr. Hbbbbb, deputy minister]</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Membership in Professional Associations and Publications:**

---

**Language Skills (indicate only languages in which you can work):** __________
Adequacy for the Assignment:

<table>
<thead>
<tr>
<th>Detailed Tasks Assigned on Consultant’s Team of Experts:</th>
<th>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>{List all deliverables/tasks as in TECH-5 in which the Expert will be involved}</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

{day/month/year}

<table>
<thead>
<tr>
<th>Name of Expert</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of authorized Representative of the Consultant</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(the same who signs the Proposal)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FORM TECH-7 (FOR FULL TECHNICAL PROPOSAL ONLY)

Code of Conduct
Environmental, Social, Health and Safety (ESHS)

The Consultant shall submit the Code of Conduct that will apply to the Consultant’s Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the Term of Reference described in Section 7.

The Consultant shall submit an outline of how the Code of Conduct will be implemented.
Section 4. Financial Proposal - Standard Forms

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

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

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

We, the undersigned, offer to provide the consulting services for Consultancy Services for “Project Management and Construction Supervision Consultant” (PMC) for construction of highway tunnel parallel to the Dhalli Tunnel under the Shimla Smart City Mission in accordance with your Request for Proposal dated [ ] and our Technical Proposal.

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

Our Financial Proposal shall be 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:

<table>
<thead>
<tr>
<th>Name and Address of Agents</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or Gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

{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}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}
### Form FIN-2 Summary of Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}</td>
</tr>
<tr>
<td></td>
<td>{Insert Foreign Currency # 1}</td>
</tr>
</tbody>
</table>

### Cost of the Financial Proposal

Including:

1. **Remuneration**
2. **Reimbursables**

### Total Cost of the Financial Proposal:

{Should match the amount in Form FIN-1}

### Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded

1. **(i)** {insert type of tax e.g., VAT or sales tax}  
2. **(ii)** {e.g., income tax on non-resident experts}  
3. **(iii)** {insert type of tax}

### Total Estimate for Indirect Local Tax:

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).
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.

<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Position (as in TECH-6)</th>
<th>Person-month Remuneration Rate</th>
<th>Time Input in Person/Month (from TECH-6)</th>
<th>{Currency # 1- as in FIN-2}</th>
<th>{Currency # 2- as in FIN-2}</th>
<th>{Currency# 3-as in FIN-2}</th>
<th>{Local Currency-as in FIN-2}</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>Key Experts</td>
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<tr>
<td></td>
<td>K-1</td>
<td></td>
<td>[Home]</td>
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<td></td>
<td>K-2</td>
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<td>[Field]</td>
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<tr>
<td></td>
<td>Non-Key Experts</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>N-1</td>
<td></td>
<td>[Home]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>N-2</td>
<td></td>
<td>[Field]</td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

Total Costs
Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.

1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.

1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

   (i) Salary is the gross regular cash salary or fee paid to the individual in the firm’s home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

   (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the “Salary” and should be shown separately. Where the Consultant’s accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months’ pay be given for 12 months’ work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

   (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert’s replacement has been provided is not considered social charges.

   (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

\[
\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}
\]
Where \( w \) = weekends, \( ph \) = public holidays, \( v \) = vacation, and \( s \) = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

(v) **Overheads** are the Consultant’s business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant’s staff monitoring the project, rent of headquarters’ office, support staff, research, staff training, marketing, etc.), the cost of Consultant’s personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years’ overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

(vi) **Profit** is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(vii) **Away from Home Office Allowance or Premium or Subsistence Allowances.** Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.
Sample Form

Consultant: Country:
Assignment: Date:

Consultant’s Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm’s payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant’s Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away-from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm’s average cost experiences for the latest three years as represented by the firm’s financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

__________________________________________
Signature of Authorized Representative Date

Name: ______________________________________

Title: _______________________________________
### Consultant’s Representations Regarding Costs and Charges
**(Model Form I)**

(Expressed in \{insert name of currency\})

<table>
<thead>
<tr>
<th>Personnel</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
<td>Basic Remuneration Rate per Working Month/Day/Year</td>
<td>Social Charges&lt;sup&gt;1&lt;/sup&gt;</td>
<td>Overhead&lt;sup&gt;1&lt;/sup&gt;</td>
<td>Subtotal</td>
<td>Profit&lt;sup&gt;2&lt;/sup&gt;</td>
<td>Away from Home Office Allowance</td>
<td>Proposed Fixed Rate per Working Month/Day/Hour</td>
</tr>
<tr>
<td>-----------</td>
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<td>---</td>
<td>---</td>
<td>---</td>
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<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Home Office</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Client’s Country

| | | | | | | | |
| | | | | | | | |

(* If more than one currency is used, use additional table(s), one for each currency *)

1. Expressed as percentage of 1
2. Expressed as percentage of 4
**FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES**

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

### B. Reimbursable Expenses

<table>
<thead>
<tr>
<th>No</th>
<th>Type of Reimbursable Expenses</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Quantity (Currency # 1-as in FIN-2)</th>
<th>Quantity (Currency # 2-as in FIN-2)</th>
<th>Quantity (Currency # 3-as in FIN-2)</th>
<th>Quantity (Local Currency- as in FIN-2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>{e.g., Per diem allowances**}</td>
<td>(Day)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>{e.g., International flights}</td>
<td>(Ticket)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>{e.g., In/out airport transportation}</td>
<td>(Trip)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>{e.g., Communication costs between Insert place and Insert place}</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td>{ e.g., reproduction of reports}</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>{e.g., Office rent}</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>7</td>
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<tr>
<td>8</td>
<td>{Training of the Client’s personnel – if required in TOR}</td>
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</tr>
<tr>
<td></td>
<td><strong>Total Costs</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Legend:
“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.
Section 5. Fraud and Corruption

(This Section 5, Fraud and Corruption shall not be modified)

1. Purpose

2. The GoI/GoHP/CVC guidelines and prevailing rules and regulations of GOI/GoHP apply with respect to procurement of this consultancy.

3. Requirements

2.1 The Employer/GoHP requires that the consultants, contractors and suppliers; any subcontractors, sub-contractors, 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, and refrain from Fraud and Corruption.

2.2 To this end, the Employer

   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 Employer’s/GoHP 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 Employer’s/GoHP inspection and audit rights provided for under paragraph 2.2 e. below.
b. Rejects a proposal for award if the Employer/GoHP determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. The GoI/GoHP/ CVC guidelines and prevailing rules and regulations of GOI/GoHP, 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\(^1\) (ii) to be a nominated\(^2\) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm.

d. Requires that a clause be included in bidding/request for proposals documents, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Employer to inspect\(^3\) 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 Employer/GoHP.

---

\(^1\) 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 Employer.

\(^3\) Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Employer or persons appointed by the Employer 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.
Consultancy Services for “Project Management and Construction Supervision Consultant” (PMC) for construction of highway tunnel parallel to the Dhalli Tunnel under the Shimla Smart City Mission.

A) BACKGROUND

The Government of Himachal Pradesh has implemented World Bank funded HP State Road Project (HPSRP-I) through HPRIDC which was completed and closed in June 30, 2017. Under this project, detailed engineering design, preparation of safeguards documents and preparation of BoQ, cost estimates and bidding documents of approximately 3800 metres of tunnels was undertaken for implementation either through direct financing or through PPP mode. For de-congestion of vehicle traffic in the state capital Shimla the following tunnels were studied and proposed for implementation:-

1) Lift to Lakkar Bazar (Idgah) having total length 350 meters approx.
2) List to Himfed Petrol-Pump having total length 950 meters approx.
3) Himfed Petrol Pump to IGMC having total length 1200 meters approx.
4) Sanjauli-Dhalli tunnel having length of 160 meters approx.

Description of Tunnels: Shimla is primarily served by circular road commonly referred to as “Cart Road” or “Motor Round Road” (MRR). This road was originally constructed in the 19\textsuperscript{th} and early 20\textsuperscript{th} centuries as a mule/horse track and later as a cart road. All ingress and egress of traffic is from this circular road and the entire vehicular traffic of this city of 1.40 lacs people is concentrated on this circular road. The core areas of the historic town are located along this road both on the hill as well as the valley sides in the form of ribbon development. As present it is either of double lane or of intermediate lane width and it has not been possible to widen further due to the existing structures on both sides of the road. This has resulted in a serve bottleneck. To find a suitable solution for sustainable and environmentally
sound transportation system, the first three of the above tunnels have been proposed for construction for which further study is now required.

The Spiti valley, Kinnaur district and upper parts of Shimla area are at present connected to Shimla, the state capital through Sanjauli-Dhalli single lane traffic tunnel. This tunnel was constructed during the beginning of 19th century to meet the traffic requirements of that time. Now with the passage of time the traffic intensity has increased manifold and the existing tunnel has become a bottleneck resulting in traffic congestion. To meet with the present traffic requirements and location of many tourist scenic spots like Kufri, Naldehra, Tattapani, Narkanda and Chail etc. It is proposed explore the possibility of double laning the existing traffic tunnel or to provide an additional tunnel almost parallel to the existing tunnel.

The feasibility and detailed design of tunnels in Shimla has been done by M/s GC- RITES-SECON JV comprising of GEOCONSULT ZT GmbH (Lead Firm), Hoelzlstrasse 563, A-5071 Wals/Salzburg, Austria and RITES Ltd., RITES Bhawan, 1, Sector-29, Gurgaon-122001 and SECON Pvt. Ltd., #147, 7B Road, Expert Industrial Park, Whitefield, Bangalore-560066. Now, the GoHP has decided to implement “Construction of Sanjauli-Dhalli tunnel through HPRIDC as executing agency under the Shimla Smart City Mission.

For successful implementation of this project, the Lead implementing agency HP Road and other Infrastructure Development Corporation (HPRIDC, represented by the Chief Engineer-cum-Project Director intends to have a Project Management and Construction supervision Consultant.

1. **Objective & Scope of Consultancy**

The objective of this consultancy is to provide high quality professional advice and management and implementation support to the project (all components & activities) through assistance to HPRIDC - the Employer and similar assistance and support to the Shimla Smart City Limited (SSCL), HPPWD for project implementation part pertaining to this authority like removal of all encumbrances, along the proposed approved roads to both the portal, Police and Transport Departments for program implementation part pertaining to these two departments . The consultant will ensure that each and every activity of the
project is completed as per agreed timelines, within budgeted cost frame and in full compliance with the applicable National and State legal framework and World Bank new Environment and Social Framework.

In order to achieve these objectives, the consultant would carry out the following broad scope:

(i) Ensure compliance to Guidelines of GoI for Smart City Project with a view to achieve agreed-upon project monitoring indicators in stipulated time frame. The consultant will be required to work in close co-ordination with the PIU.

(ii) Ensure consistency and compliance with the agreed GoI/GoHP procedures and on achieving the key results to be achieved during project implementation.

(iii) Efficiently manage the project through assistance to the PIUs of the Client such that each and every activity of the project is completed in agreed timeline, within budgeted cost frame and in full compliance with the relevant GoI/GoHP guidelines and applicable Client’s acts, rules and regulations. Provide support to the PIU in management and administration of the Contract Agreements with the civil contractors engaged for various components under the project.

(iv) Assist the Client in preparation of bidding documents, updating cost estimates, bid invitations and bid evaluations. The PMC is also required to assist the PIU in implementing, managing and monitoring Project activities, assess reasons for delay and identify means for improvement, review reasonability of the proposals prepared by the Design Consultants.

(v) Provide training to the PIU staff in project formulation, management, monitoring and evaluation, financial, road safety and environmental management aspects of the Project. PMC will be fully associated with PIU in implementation of project works.

(vi) Assist PIU in monitoring the services of other consultants, if any, working in the project; reviewing their reports and provide feedback to the PIU.
(vii) Through direction of the PIU provide hand-holding support to the Department of Transport and Police Department, HPPWD in traffic management, muck/debris disposal as per the ESCP envisaged in the contract design.

(viii) Carrying out all the duties of the “Project Manager (Engineer)” as specified in the construction contract, within any limitations specified therein. The duties and responsibilities of the Project Manager and Project Manager’s Representatives shall be as per Conditions of Contract for civil works procured under prevailing World Bank Standard International Competition Procurement (ICP) as well as National Open Competitive Procurement (NOCP) documents.

(ix) Ensuring that the construction works are in accordance with the technical specifications, Environmental Management Plan and other stipulations of the construction contract documents.

(x) To impose and enforce a system of quality assurance of work; approve materials and their sources, review bituminous mix designs and concrete mix designs proposed by the contractors and approve/suggest modifications to the contractor’s proposed mix designs, laying methods, sampling and testing procedures and quality control measures to ensure the required standard and consistency in quality.

(xi) To check the laboratory and field tests carried out by the contractors and to develop a mechanism to involve the Team Leader/Resident Engineer in carrying out an adequate number of independent tests other than the regular testing done by laboratory personnel.

(xii) To monitor and check the daily quality control and quantity measurements of the works carried out under the contracts, keep all measurement records as per the directions of the Client and issue interim payment certificates when the quality of the works is satisfactory and the quantities are correct.

(xiii) To direct the contractors to take all necessary steps including those mentioned in the works contract/environmental management plan to protect the environment and their workforce on and off the site which arise due to construction operations.

(xiv) To issue certificates for interim payments to the contractors, and certify completion of parts of the totality of the works where applicable. Details of
interim progress payments are to be recorded in an electronic and manual measurement book before issuance of interim certificates.

(xv) To approve contractors’ works programs, advise contractors on the preparation of such plans as well as to review and decide on any changes to such plans.

2. Implementation Mechanism

The Employer has established the Project Implementation Unit (PIU) in Shimla, head Quarter PIU is headed by a Chief Engineer-cum-Project Director (CE-cum-PD), who is an officer of the rank of the Chief Engineer-cum-Project Director (CE-cum-PD). He is assisted full time by one Superintending Engineer (Planning & Design) and three Executive Engineers (EEs), three Assistant Engineers (AEs), four Graduate and one diploma Junior Engineers to look after planning/overall coordination, procurement, technical/designs, contract management/structures/utilities/environmental and social policy and standards. HPRIDC now proposes to engage a Project Management Consultant (PMC), hereafter called 'Consultant' to assist it to effectively implement and administer the project focusing on both, the quality and timely implementation of various project components. The consultant is essentially to provide high quality management and implementation support (through a team of experts) by working as an integral part of the PIU.

Similarly the consultant will provide management and implementation support to the Police, Transport and Public Works Department and Shimla Smart City Limited (SSCL) in respect of the program implementation part pertaining to these two departments.

It has to be recognized that the Consultant will generally not have a direct role to implement the project, except that is required in delivering the TOR. The PIU will be the main interface between the Employer and consultant/concessionaire/contractor. The PIU will conduct its business as per authorization under various agreements with contractor/consultant/concessionaire and under rules and regulations of the Employer.
Section-II

Detailed Scope of Consultancy

The PMC shall be responsible for effectively leading and taking initiative to manage, execute and implement the project. PMC will be responsible in advising, assisting and acting on behalf of the PIU/the Employer when so authorized, for the effective management of the Project. The scope will extend to the Department of Transport, HPPWD & Police Department and Shimla Smart City Limited (SSCL) for their specific activities. The quality of Project Management should adhere to the highest standards of the highway tunnel construction industry in general and the requirements of the project set in the various project documents. The PMC would be responsible for providing high quality technical and project management support during project preparation and implementation to ensure achievement of Project Development Objective within agreed timeline and cost frame. The scope of the PMC services shall also involve design services in a limited extent and providing PIU with professional experts and support for the PIU’s functioning, as detailed hereinafter. Overall the scope of the PMC services shall be as indicated herein but not limited thereto.

Preparation stage of Project
i. Acquaint with all the work done and reports/documents prepared for this project pre-PMC placement.
ii. Documenting, on soft and hard media, work done and expenditure made prior to PMC placement for ready reckoning for future recourse e.g. implementation completion reports.
iii. Assist PIU in monitoring site-readiness for the civil works, including assessment of E&S risks and advice HPRIDC on planning, contract packaging and sequencing of activities to expedite civil works.
iv. Assist PIU in site readiness works of the project, including follow-up and coordinating with authorities or department for timely obtaining of regulatory clearances. Assist PIU in site readiness for Road Safety demonstration for implementation of ‘the safe system’ and ‘the safe demonstration corridor’.
v. Acquaint with baseline surveys and reports in respect of the project;

Institutional

Designs / DPRs
i. PMC shall carry out designs and design reviews observing the best
engineering practices. PMC shall also prepare designs, review DPRs following best engineering practices. WB guidelines and Employers rules and regulations, IRC publications, Indian Bureau of Standards and any other developed countries standards shall be followed in the order of appearance here above. When a set of standards is followed for design, the review shall normally follow that set of standards. Design/design review and DPRs shall have to cater to site requirements, construction amenability and least life cycle cost aspects.

ii. PMC will assist the client in reviewing and finalizing of designs and DPR prepared for PIU by M/s GC-RITES-SECON JV comprising of GEOCONSULT ZT GmbH (Lead Firm), Hoelzlstrasse 563, A-5071 Wals/Salzburg, Austria and RITES Ltd., RITES Bhawan, 1, Sector-29, Gurgaon-122001 and SECON Pvt. Ltd., #147, 7B Road, Expert Industrial Park, Whitefield, Banglore-560066.

iii. Overall responsibility for overseeing the implementation of Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Biodiversity Management Plan (BMP), Resettlement Action Plan(s), Gender Action Plan, Labor Management Procedure, and Labor Influx Management & Gender Based Violence Mitigation Plan by coordinating with the PIU and ensuring deliverables are in accordance with the ESMF envisaged in the DPR. In this respect, PMC will liaise with and facilitate interaction with necessary institutional stakeholders, communities, organizing of community level consultations, facilitating data collection for socio-economic surveys and impact assessments.

iv. Facilitate HPRIDC in finalizing an Stakeholder Engagement Plan (SEP) and ‘Environment and Social Commitment Plan’ (ESCP) for as envisaged in the DPRs of the Project.

v. PMC will support HPRIDC to coordinate both with GoHP and Shimla Smart City Limited ensure continuous exchange of information and integrating E&S findings in design decision making and vice versa for timely and quality submission of deliverable.

vi. Review the DPR of the project prepared for HPRIDC by M/s GC-RITES-SECON JV comprising of GEOCONSULT ZT GmbH (Lead Firm), Hoelzlstrasse 563, A-5071 Wals/Salzburg, Austria and RITES Ltd., RITES Bhawan, 1, Sector-29, Gurgaon- 122001 and SECON Pvt. Ltd., #147, 7B Road, Expert Industrial Park, Whitefield, Banglore-560066 and provide detailed comments. Provide overall evaluation, oversight and co-ordination during implementation of ESIA, ESMP, RAP, Labor Management Procedure, and Labor Influx Management & Gender Based Violence Mitigation Plan, Stakeholder Engagement Plan reports including various other reports, formats, checklists and guidelines.
vii. Look for opportunities and propose/plan proactive measures to enhance sustainability of the project activities vis-a-vis slope stabilization and erosion control; efficient use of raw materials i.e. use of local materials, recycled aggregates; climate resilient measures; soil water conservation and management; GHG reduction; emergency preparedness etc.

viii. Help HPRIDC for detailing out cost for the implementation of safeguard compliance.

ix. Assist HPRIDC in continuous stakeholder engagement and information disclosure as per SEP approved (including mandatory disclosure of safeguards documents) during project preparation and implementation.

x. Ensure integration of ESIA/ESMP findings in investment plans, engineering designs and bidding documents.

xi. Develop the Training Plan and guideline of Training Material for the safeguard compliance for various stakeholders.

xii. Coordinate with State Revenue Departments for land acquisition. Facilitate preparation of computerized data base related to the Land acquisition and resettlement impacts.

xiii. Facilitate environmental, SPCB, and forest related regulatory clearances and royalties as required.


**Procurement:**

The PMC will be responsible for preparation of procurement plan and coordination of procurement of civil works, goods, and consultants under the project and ensuring that procurement is carried out in compliance with the procedures/project scheduling/procurement plan agreed with the HPRIDC. The tasks of the procurement activities will include but not be limited to the following.

i. Assist PIU in undertaking procurement related activities/processes in accordance with the procurement plan, which provides the estimated costs and basis for the procurement methods for each procurement item under the Project as per prevailing World Bank guidelines.
   a. Assist PIU for all internal approvals
   b. Prepare/Assist PIU in finalization, as the case may be, of all the papers/documents required for procurement e.g. REOIs, EOIs, TORs, RFPs (inclusive of Bidding Documents), addenda, Evaluation reports, Concession/contract agreement, LOA
   c. Take up/assist PIU in finalizing, as the case may be, procurement
processes
e.g. uploading various invitations, pre-bid meetings, pre-bid responses and addenda, evaluation and evaluation reports, seeking clarifications from bidders, negotiations & minutes thereof, Shimla Smart City Limited (SSCL) GoHP approvals, LOA, Agreement signing, Financial closures in case of BOT projects.

ii. Assist PIU in finalizing technical specifications developed for procurement of goods and equipment.

iii. Assist PIU in handling all procurement related complaints and redressal.

iv. Maintain all records relating to procurement (both physical and soft media).

v. Maintain a detailed record of project complaints and their redress.

vi. Periodically update the procurement plan in agreement with the HPRIDC to reflect the actual project implementation needs.

vii. Prepare procurement implementation reports in accordance with the reporting requirement acceptable to HPRIDC/ Shimla Smart City Limited/GoHP.

**Monitoring / Execution of project**

Monitoring entire project development and progress for efficient management and advising and assisting PIU in taking necessary actions for quality completion of the project would be PMC responsibility.

**a. Overall Program plan preparation, management & monitoring**

i. To prepare and implementation plan of the program and regular updation in consultation with the PIU

ii. Monitoring project development against agreed scheduling

iii. Monitoring physical and financial progress

iv. Monitoring project development goals against stipulated goals in project indicator framework.

v. Updating/revising project scheduling, developmental goals, physical and financial achievements

vi. Assist PIU in Forward physical and financial Planning

vii. Reporting monthly project status to PIU and Quarterly project status report to Shimla Smart City Limited/GoHP through PIU.

viii. Prepare notes, reports, presentation, minutes of meetings etc. as and when required by the PIU.

ix. Assisting PIU in dealing with RTI compliance, Audit, Public relations (including media reports) and Compliant redress.

viii. Assist PIU in
scrutiny of invoices raised.

b. **Civil works**
   
i. Assist Shimla Smart City Limited/HPPWD/PIU in monitoring and assisting with left-over land acquisition, tree cutting and utility shifting.
   
ii. Assist PIU in monitoring / execution of all civil works including maintenance during contract period of civil works.
   
iii. Assist PIU in planning of civil works
   
iv. Prepare an implementation plan and regularly monitor project activities, for both cost & time.
   
v. Assist PIU to deal with performance deviation by contractors / concessionaires.
   
vi. Advise and assist PIU in minimizing disputes /claims.
   
vii. Advise and assist Shimla Smart City Limited/ PIU in DRB meetings.
   
viii. Advise and assist PIU in defending Employer’s stand.
   
ix. Examining all reports submitted by the Design Consultant and advising PIU on required actions.
   
x. Advising and Assisting PIU on monitoring maintenance compliance of the highway tunnel after DLP and payment during maintenance guarantee period.
   
xi. Prepare a Road Safety Action Plan for the various Road Safety activities.
   
xii. Advise and assist PIU in monitoring & coordination of all the activities related to multi- stakeholder (i.e. Department of Transport, HPPWD, Police & Health) road safety interventions.
   
xiii. Assist and advise Shimla Smart City Limited and PIU on encumbrance removal/utility shifting during construction period.
   
xiv. Assist PIU in monitoring the implementation of activities under ESCP, ESMP, RAP, SEP, GBV Mitigation planCompilation of pollution monitoring data, reports preparation and co-ordination with the monitoring agencies.
   
xv. Capacity building activities on Bank’s new Environmental and Social Standards (ESS 1 to 10) for HPRIDC and field PIU, including general training of Contractors on environmental aspects - classroom and on-site (including preparation of training material); intensive training to selected/designated field Officials of the State Government and Environmental Officers of the Contractors
   
xvi. Supervision and monitoring to ensure compliance of environmental aspects with particular reference to preparation of status/monthly/quarterly reports for HPRIDC and the Shimla Smart City Limited /GoHP on environmental aspects (such as regulatory clearances and reporting, tree cutting/forest clearance, EMP implementation, afforestation programme etc.); preparation of compliance reports for the Environment and Forests of State Governments/Ministry of Environment, Forests and Climate
Change (Govt. of India) (as required); preparation of compliance/completion reports of each phase; and review and follow up on reports submitted by the Contractors and/or Independent/Authority Engineers.

xvii. Co-ordination with other departments and agencies with particular reference to preparation (as needed with regard to project scope) of applications and follow-up on Environmental Clearances; SPCB NOC; forestry clearances, tree cutting permissions, NOC for construction activities near ASI monuments etc.

xviii. Support the Client in implementation of the above mitigation plans (ESMP, SEP, ESCP, BDP, RAP, TDP, RPF and IPPF).

xix. During implementation, PMC will also be responsible for internal monitoring of the implementation of mitigation plans, besides facilitating and contributing to the periodic external impact evaluation studies, if any that would be undertaken at specified intervals during implementation stage of the project.

xx. Coordinate the meetings of various committees established for the implementation of Resettlement plans.

xxi. Ensure compliance to all labor laws such as prohibition of child labour, HIV/AIDS, gender issues, LMP by conducting necessary training/orientation programs.

xxii. Undertake periodic field visits as appropriate to review the progress at ground level.

xxiii. Set up system for grievance management within HPRIDC and support implementing agencies to set up grievance management systems as required. Track, document, and ensure follow up on all grievances and provide reporting data for progress reports.

xxiv. Any other duties as may be assigned for the efficient and smooth execution of the project by HPRIDC.

c. Construction Supervision Consultant

(1) For project preparatory works/consultancy

(a) To assist the client in reviewing and finalization of all the documents prepared by the Design Consultant/ any other consultant.

(b) Reviewing and finalizing various kinds of survey data including traffic
survey, Special count and origin and destination survey, axle load survey, and all other survey related to traffic, Socio economic survey, road inventory survey, Social and Environment Base line survey, engineering survey etc.

(c) Reviewing and finalizing all design data, GEO technical investigation data, Environment and Social Impact Assessment (ESIA) reports.

(d) Reviewing and finalizing all detailed project reports (DPRs) including specification, BOQ, Drawings, Contract data, Conditions of contracts etc.

(2) During Construction of Tunnel and approaches

(i) Carrying out all the duties of the “Project Manager (Engineer)” as specified in the construction contract, within any limitations specified therein. The duties and responsibilities of the Project Manager and Project Manager’s Representatives shall be as per Conditions of Contract for civil works procured under prevailing World Bank Standard International Competition Procurement (ICP) as well as National Open Competitive Procurement (NOCP) documents.

(ii) Ensuring that the construction works are in accordance with the technical specifications, Environmental Management Plan and other stipulations of the construction contract documents.

(iii) To impose and enforce a system of quality assurance of work; approve materials and their sources, review bituminous mix designs and concrete mix designs proposed by the contractors and approve/suggest modifications to the contractor’s proposed mix designs, laying methods, sampling and testing procedures and quality control measures to ensure the required standard and consistency in quality.

(iv) To check the laboratory and field tests carried out by the contractors and to develop a mechanism to involve the Team Leader/Resident Engineer in carrying out an adequate number of independent tests other than the regular testing done by laboratory personnel.

(v) To monitor and check the daily quality control and quantity measurements of the works carried out under the contracts, keep all
measurement records as per the directions of the Client and issue interim payment certificates when the quality of the works is satisfactory and the quantities are correct.

(vi) To direct the contractors to take all necessary steps including those mentioned in the works contract/environmental management plan to protect the environment and their workforce on and off the site which arise due to construction operations.

(vii) To issue certificates for interim payments to the contractors, and certify completion of parts of the totality of the works where applicable. Details of interim progress payments are to be recorded in an electronic and manual measurement book before issuance of interim certificates.

(viii) To approve contractors’ works programs, advise contractors on the preparation of such plans as well as to review and decide on any changes to such plans.

(3) Post construction/consultancy

i. Take up user satisfaction surveys for all the road improvement works involved in the project.
ii. Take up performance report of completed civil works.
iii. Assist PIU in making final payment
iv. Assist PIU in obtaining early discharge certificates from civil works contractors / concessionaires
v. Assist PIU in ensuring maintenance compliance of civil works and payment.

(4) Other activities related to the Project

i. Efficient Documentation both on paper media and soft media
ii. Assist PIU in handling RTI applications and assessment of RTI compliance.
iii. Assist PIU in handling audit observations including preparation of detailed of reply on Audit Para, factual note.
iv. Assist PIU in handling complaints/representations.
v. Assist PIU in handling references from Quality control/Vigilance Commissioner/ MLA/MP/GoI/WB.
vi. Assist PIU in important Correspondence with the Shimla Smart City Limited/GoHP and GoI.
vii. Presenting project status during WB missions and GoHP/GOI meetings as well as to prepare power point presentation on the same as per requirement.

viii. To assist the client in monitoring and evaluation including updating the indicators of result framework of the project.

ix. Assist PIU in arranging and conducting monthly progress review/coordination meetings and to prepare its minutes of meeting.

x. Preparing overall progress report of the project including status of Physical and financial progress of all the civil works and consultancy services, NGO services, IE services, claims from contractor, complaints/references through any mechanism and from anyone and of all other activities related to project for the SSCL and the client in consultation with client and CSC including monthly progress report and quarterly progress report.

xi. Prepare quarterly status report of various references/complaints received through various mechanisms like complaint handling, quality control, vigilance commission/MLA/MP/GoI/WB etc.

xii. Prepare Employer’s performance report.

xiii. To assist PIU in periodically updating the project website.

Training and Capacity building

The consultant will:

i. assist Client in establishing a training and capacity building plan covering various categories of staff and its implementation.

ii. Assist Client in implementing various measures to build capacity of the local construction industry.

iii. assist Client in organizing training of personal in various aspect of road safety.

iv. assist Client in effectively implementation of various training programs using local and national training institutions, facilitate other knowledge transfer and capacity building activities like workshops and study tours in various states in the country and abroad to expose HPPWD and HPRIDC staff to national and international engineering & asset management activities.

v. support the Client in identifying the equipment and instruments required to improve their overall office infrastructure for surveys and investigations, quality assurance, project preparation and implementation, computing capacity and introducing new technologies.

vi. support the Client in procurement of the equipment and instruments
**Assist the PIUs in preparation of Supporting Documentation for the Project.**

i. Assist the PIU in preparing documentation/progress reports to be submitted to Shimla Smart City Limited and GoHP and also required for Bank missions in connection with the Project. This documentation would include details of the scope of the road improvement works, costs, environmental examination, social impact and resettlement impacts if any.

ii. ii. Any other reasonable assistance that may be required by the Client during the course of the implementation of the project that could be accommodated by the PMC without deploying additional manpower and incurring additional costs.

**Location & Duration of the Services and Deliverables**

The PMC will have to establish its main office in Shimla. The selected Consultant will be responsible for making his own arrangements for accommodation for the office of the Team Leader and all associated staff stationed in Shimla as well as for at-site staff. The Consultant should also make his own arrangements for office furniture, equipment, stationeries, photocopiers, communication facilities like telephones, web connections, facsimiles, etc. including maintenance thereof and vehicles for transportation of office staff, etc. (including operation, maintenance, insurances and repairs thereof).

**The PMC services will be carried out over the entire project preparation (6 months), implementation period (18 months) plus one additional one year.**

The Consultant shall submit the inception report no later than 4 weeks after signing the PMC contract. The Inception Report details the deployment of the personnel and the approximate time of their mobilization, which is coordinated with the project implementation plan. The Consultant will no later than the 10th of each month submit a combined summary report of the progress of all ongoing pre-construction/ during Construction/post construction activities and recommendations on how to deal with problematic issues. PMC must also submit quarterly Progress Monitoring Report (QPR) to the Shimla Smart City Limited and GoHP through PIU. The targets and approximate duration of various tasks/deliverables of PMC consultancy are scheduled below:

All the deliverables required in hard copy shall be submitted in six copies and those which are to be submitted in soft copy shall be submitted in two copies.
The documentation done under this assignment shall be given in external hard disk of capacity (not less than 1 TB) to be supplied by PMC. The PMC shall ensure that every submission made under this consultancy shall be copied on this external hard disk at the time of submission.

The following are the key deliverables to be submitted by consultant.

1) Inception report/s
2) Documentation of all works done related to project prior to placement of PMC, in hard and soft copy.
3) Final Report regarding action for removing implementable design gaps, enhancing implementable design features based on User perception report and baseline survey done by the other consultant.
4) The user-perception survey documents and final report - including drafting out parameters for user satisfaction survey - for the highway Tunnel Project Himachal Pradesh State Road Tunnel Project.
5) The user satisfaction survey documents and final reports for HPSRTP works
6) Papers / documentation /presentation for loan negotiation
7) The PMC will review DPRs’ of consultants and submit reports of further action required to the client issuing further direction to them. Monthly progress report on Quality Assurance and Technical Audit(QATA) of rehabilitation works
8) Quarterly progress report on QATA of rehabilitation works
9) Reports of comments for finalizing the designs, designs drawings and all other Documents related to DPRs received by PIU from Design/other consultants
10) Reports of comments for finalizing ESIA, ESMP, EMP, RAP, TDP, SEP, GBV Plan, LMP and any other safeguard documents by PIU from ESIA consultant.
11) Reports of comments for finalizing each report submitted by all the consultants engaged under the project
12) Notice inviting REOIs, EOIs, RFPs, ICB/NCB tenders
13) REOIs, EOIs, TORs, RFPs addenda for various consultancy services
14) Contract agreement, LOA for HPSRTP works
15) Bid Evaluation reports, negotiation, contract agreement, LOA for various consultancies
16) Bid Evaluation reports, contract agreement, LOA HPSRTP works
17) Monthly progress report containing following details in consultation with Team leader of respective consultant
   i. Physical and Financial progress of each pre-construction/during
construction/post construction work and consultancy services

ii. Status of each work and consultancy (Work done against work supposed to be done along with details of actions required to meet with work plan if any with respect to work plan)

iii. Details of RTI applications

iv. EMP/EHS/RAP/SEP/TDP/LMP, GBV Plan, ESCP implementation compliance status

v. Details of complaints and redressing

18) Quarterly progress report containing following details in consultation with Team leader of respective consultant

i. Physical and Financial progress of each pre-construction/during construction/post construction work and consultancy services

ii. Status of each work and consultancy (Work done against work supposed to be done along with details of actions required to meet with work plan if any with respect to work plan)

iii. Status of complaints and redressing

iv. EMP/EHS/RAP/SEP/TDP/LMP, GBV Plan, ESCP implementation compliance status

v. Status of RTI applications

19) Notes, Reports, Presentation and minutes of various meetings and road safety related works

20) Minutes of meetings on monthly progress review of each work and consultancy services

21) Performance reports of completed works of up gradation and rehabilitation

22) Notes/reports required for any approval from GoHP/GOI / WB

23) Six monthly report revising project development goals against stipulated goals

24) Quarterly Procurement implementation Report

25) Mid-term review report

26) Complete documentation till the project completion or completion of the PMC assignment, whichever is earlier

27) Final report of project completion containing details of each work and consultancy services and goods/ equipments purchased under the project

28) Final report on QATA of rehabilitation works

**Contract management framework**

Project Director on behalf of the Employer will take responsibility for managing the Consultant’s work and for ensuring delivery on the project. The Project
Director will assign a project team to engage regularly with the Consultant for efficiently completing the various delivery items. Frequent meetings with the Consultant at the employer’s office are foreseen during the period of services. The project team will meet at least monthly and the Consultant will report progress to these meetings. During the entire period of services, the Consultant shall interact closely with the Employer to receive input and provide information.

**Data, services, and facilities to be provided by the employer**

The following and any other such data, available with the Employer shall be provided to the PMC: Detailed Design and Project Reports of the tunnel (DPR), Resettlement Policy Framework (RPF), Environment and Social Management Framework (ESMF) and Stakeholder Engagement Plan etc.

**VI Staffing**

1. The PMC must have relevant international-standard experience and expertise, and be familiar with local conditions and laws. Staff nominated by the selected PMC must be confirmed as available to do the scheduled work.

2. The total indicative man-months requirement of key professional staff inputs is about 234.

3. The key professional staff required for execution of the PMC services are:

   **(A) For the PMC team:**
   - Team Leader cum Infrastructure Expert
   - Deputy Team Leader cum Project Management Expert
   - Senior Highway Engineer cum Project Planning expert(s) with relevant Indian experience in project management
   - Senior Bridge / Structural Engineer
   - Senior Quality cum Material Expert
   - Procurement cum Contract Management expert(including PPP project)
   - Financial Expert
   - Legal expert(Civil Contracts & Agreements)
   - Senior Environment Expert
   - Road Safety Expert
   - Senior Social Development Specialist
   - IT-ICT Manager

   The indicative Man months of key professionals are as per Annexure I.
Section 7. Terms of Reference

(B) For Utilization in / by PIU:
(i) Financial Controller
(ii) Environmental Expert
(iii) Social Development Expert
(iv) Safety Expert
(v) Land Acquisition and Resettlement Expert
(vi) Records Management Specialist like MS- Project or Primavera
(vii) The PMC will deploy modern project monitoring tools in PIU along with training/capacity building of PIU staff in preparing catch up work program, resource scheduling and critical path assessment along with adequate hardware, software and O&M during the contract.

All these experts (immediately above) must have experience as indicated in Required Qualifications & Experience of Key Personnel in their respective fields and preferably have worked on similar World Bank - aided project/s in a similar capacity for not less than 1 year, desirably at State level in India. Deployment of these above mentioned officers would be need-based, as/when required by the PIU...

4. The PMC is required to deliver the services from a location in Shimla, in close interaction with the Project Director, the SE-PIU and other Project concerned senior officers.

5. The key personnel shall be supported by adequate support staff; for example, there may be a need for more than one highway engineer.

6. The mobilization and demobilization of key PMC professionals whose requirement is intermittent will be resolved in consultation with PIU. All endeavours shall be made by the Consultant to account for reasonably accepted variation in project activity and to complete the assignment in the quoted man months. The Consultant shall accordingly decide the qualifications and deployment of the support staff.

7. The selected Consultant shall also provide two (2) data operators for deployment in the PIU office, to support PIU operations and needs there.
   a. Both must have basic computer operation and all Microsoft Office software knowledge.
   b. Data punching speed should not be less than 30 words per minutes.
   c. The PMC shall provide communication and other facilities for the above mentioned human resources deployed in PIU.

8. The proposed key and other personnel need to be available during the project implementation period according to the manning schedule agreed in the negotiations with the employer. The PIU / Employer must approve
beforehand any replacements in the PMC team of key professional staff.

9. Only the CVs of the above mentioned key professional staff will be evaluated at the time of evaluation of technical proposal.

**Required Qualifications & Experience of Key Personnel:**

- **Team Leader cum Infrastructure Expert:**
The Team Leader cum Infrastructure Expert of this consultancy assignment should possess a Post Graduate Degree in Civil Engineering and shall have long experience in management of infrastructure project with various financing and procurement arrangements, economic and financial analyses of bids, supervision of highway engineers, understanding of the bidding and contract documents, FIDIC 2010 documents and overseeing (project) consultancies. He should have at least 15 years of professional experience, out of which he should have worked as Team Leader/Project Manager or equivalent for minimum of 5 years on supervision/construction of Highway Tunnel Projects, involving flexible and rigid pavements. His experience should include international assignments of at least of 5 years having handled highway tunnel projects of similar or large size and complexity in developed countries and about 6 years on similar projects in developing countries, including in Asia. The candidate should have a proven record of managerial capability through directing/managing of major civil engineering works, including projects of a similar magnitude and various kinds of consultancy services. He should have worked for period of about 6 years in projects incorporating the FIDIC Conditions of Contract. He shall have worked for a period of @2 years in projects incorporating FIDIC2010 Condition of Contracts. Knowledge of international ‘best practices’ in latest conditions of contract, construction, contract management and modern highway construction technology as well as consultancy services is important. He should have previously worked as Team Leader or in similar capacity on at least two Project Management works of major road tunnel projects costing more than US$ 100 Million or at least 150 km length of road project.(which includes at least 1500 m of road tunnels works) The candidate shall be conversant with the documents in several times of project delivery methods (OPRC, design-bid-build) design-build-Finance-operate- and-maintain (DBFOM), and PPP like BOT and Annuity mode. He should have at least five years of experience as Team Leader or equivalent of in above said kind of projects. He should have wide experience of monitoring the PPP projects and various kinds of consultancy services.
**Deputy Team Leader cum Project Management Expert:**
The Deputy Team Leader of this consultancy assignment should possess a Post Graduate Degree in Civil Engineering and having MBA Degree HR development/ graduate level degree of Institutional Development. He shall have long experience in management of infrastructure project with various financing and procurement arrangements, economic and financial analyses of bids, supervision of highway tunnel contracts, understanding of the bidding and contract documents, FIDIC 2010 documents and overseeing (project) consultancies. He shall have good enough experience of institutional development and HR development. He should have at least 12 years of professional experience, out of which he should have worked as Team Leader/Project Manager or equivalent for minimum of 5 years on supervision/construction of Highway Tunnel Projects, involving flexible and rigid pavements. His experience should include international assignments of at least of 5 years having handled highway projects of similar or large size and complexity in developed countries and about 4 years on similar projects in developing countries, including in Asia. The candidate should have a proven record of managerial capability through directing/ managing of major civil engineering works, including projects of a similar magnitude and various kinds of consultancy services. He should have worked for period of about 5 years in projects incorporating the FIDIC Conditions of Contract. He shall have worked for a period of @1 years in projects incorporating FIDIC2010 Condition of Contracts. Knowledge of international ‘best practices’ in latest conditions of contract, construction, contract management and modern highway tunnel construction technology as well as consultancy services is important. He should have previously worked as Team Leader or in similar capacity on at least two Project Management works of major road tunnel projects of Two- laning/four laning/expressway costing more than US$ 100 Million or at least 100 km length of the project.(which includes at least 1000 m of road tunnel works) The candidate shall be conversant with the documents in several times of project delivery methods (OPRC) design-build-Finance-operate-and-maintain (DBFOM), and PPP like BOT and Annuity mode. He should have at least five years of experience as Team Leader or equivalent of in above said kind of projects. He should have wide experience of monitoring the PPP projects and various kinds of consultancy services. Experience in Project Management ‘capacity development’ in the roads sector is also desirable.
**Senior Highway Engineer cum Project Planning Expert:**
He shall be at least post graduate in Civil Engineering with 10 years of Professional experience out of which 7 years as full time on site project manager for Administrator and supervision of High way contracts of similar size and complexity as of the proposed contract. He shall have at least 5 years of experience of similar kind of assignment in Developed and Developing country outside of India with FIDIC conditions of contract. He shall have at least three years of experience in complex project planning and shall have knowledge of latest project planning software. He shall have also thorough knowledge and experience in highway and tunnel designs having flexible and rigid pavements of at least 3-4 such projects and fully familiar with international ‘best practices’. Experience in pavement & sub grade investigations including deflection tests and in design of pavement rehabilitation & strengthening is necessity. The person must have experience in designing appropriate cost effective pavements making best use of locally available materials. He shall have knowledge and experience to carry out the design approval of EPC and or PPP type contracts. He shall have detailed knowledge of various kinds of bid document and its evaluation, contract negotiation and contract agreement. He should have adequate experience in using project management tools such as MS-Project or Primavera in preparing catch up work program, resources scheduling and critical path assessment and also in evaluation of EOT claims from the Contractor. Knowledge of FIDIC conditions of contract is desirable.

**Senior Bridge/ Tunnel cum Structural Engineers:**
The candidate will be a graduate in the field of Civil Engineering and Post Graduation in Structural Design/ Engineering. He will have relevant professional experience of at least 10 years. Out of which he should have worked for at least 5 years on bridge and tunnel construction projects including design, drawing and construction of bridges and tunnels. He should have at least 5 years experience in rehabilitation/repair/ maintenance of bridges and tunnels. He should have also experience in structural design, drawing and construction of minor bridges and tunnels and all kinds of CD works. He should have experience of design, drawing and construction of at least 2 pre stress bridges.
• **Senior Quality cum Materials Engineer (Team Leader’s Office):**
  The candidate will be at least a Post Graduate in civil Engineering and preferably with post graduate qualification in Highway/Geo-technical Engineering. He should have minimum 10 years of relevant professional experience, out of which, he should have worked for at least 5 years as Material Engineer/Geo-technical Engineer in Highway tunnel construction projects. He should have handled at least 2 similar highway tunnel projects costing not less than US$ 50 as Material Engineer/Geo-technical Engineer. The candidate must be familiar with properties of road construction materials, technical specifications and procedures of all kind of material tests and testing equipment and should have past experience in working on road projects running on expansive soils. He should have experience of working as material engineer on similar projects in developing countries. The candidate should have demonstrated capability of monitoring, organization set up and layout of the various contractor’s field laboratories, monitoring the mobilization of the testing equipment to ensure that the laboratories are adequately equipped and capable of performing all the specified testing requirements of the contracts, and monitoring that the setting up of the various contractor’s rock crushers and bituminous mixing plants to ensure that the specified requirements for such equipment are fully met. The candidate should have at least five years of experience in road tunnel, flexible pavement and bituminous mix designs, and three years of experience in rigid pavement and concrete mix designs. The candidate should be familiar with establishing Quality Assurance Programs in highway projects. Knowledge of pavement design is essential.

• **Procurement cum Contract Management expert (including PPP project):**
  He shall be at least civil engineer having post graduation in Management or MBA with Finance/Project Management. He shall have minimum 15 years of relevant professional experience out of which he shall have minimum 5 years of experience in various PPP projects funded/aided by the World Bank or any international funding agencies. He shall have experience of procurement and Management of at least 5 green field PPP projects. He should possess a degree in Civil Engineering or Management with at least 10 years of experience in Procurement and Contract Management of at least 5 green field PPP projects. He should have at least 7 years international experience in procurement and Contract Management. The candidate shall be conversant with the prevailing guidelines of World Bank for the procurement of Consultant works and goods. He shall have thorough knowledge of FIDIC document. He shall have experience in procurement of at least 5 PPP project and processes. The
candidate should also have experience in drafting and negotiating agreements with different kinds of service delivery methods. Experience in PPP contracts in the last 5 years would be an advantage. He shall have knowledge and experience of management of various types of contracts like item rate, OPRC and PPP type contracts. He shall have detailed knowledge of preparation of EOI, RFP, BID document, Contract agreement of various kinds of contract and its bid evaluation, negotiation and contract agreement.

- **IT-ICT Manager:**
  He shall be a B.Tech/B.E. graduate/ MCA with specialization in Computer Science, Information Technology, Information Systems or the equivalent. He shall be fully knowledgeable in current IT hardware and software matters as well as ICT communications/connectivity matters, particularly as relevant to technical and business information management requirements in the public sector context in India. He shall have extensive professional experience (at least 5 years) and adequate professional skill in the implementation, operation and management of IT and ICT assets and facilities and in the facilitation of IT based activity monitoring systems for program management purposes, preferably in public sector contexts. He shall have skills and experience in framing the necessary policies, operating rules and processes for the administration, security and performance monitoring of the IT-ICT resources of a major organization having widely-dispersed operations and user-groups. He shall have completed at least 2 major similar projects related to IT-ICTMIS integration and related capacity-development in India’s public sector.

- **Financial Expert:**
  He shall possess an MBA degree (or equivalent) in Finance. He must have a minimum of 10 Years of Experience, including at least 3 years in international- standard roles / responsibilities, and at least 5 years in the financial analysis field. He shall be conversant on infrastructure project finance and able to carry out financial modelling and analysis. He shall have sound previous experience in performing financial analysis and planning functions and activities in India’s public sector, preferably in relation to large-scale infrastructure investment and/or infrastructure asset management financing matters.
• **Legal Expert (Civil Contracts and Agreements):**
  Graduate qualifications in Law, preferably with additional specialization in Corporate Law and Legislative drafting. He must have minimum of 10 Years of experience in practicing law. The candidate shall be conversant with the Indian and international documents for PPP projects. The candidate shall have experience in drafting and negotiating of PPP agreements from legal aspect. He should have served as legal expert in Transaction Advisory services for a minimum of 3 PPP projects in the road sector. He shall have extensive experience as legal professional and practitioner in public, administrative and/or contract law; and sound knowledge and experience of India’s legal framework, processes practices as these relate to public legislation, statutes, Rules and/or Orders affecting the operations of public sector entities. He shall have proven skills at drafting of legal and statutory documents and preparation of related submissions and/or announcements.

• **Senior Environmental Expert:**
  The candidate shall be civil engineer with a post graduate with specialization in Environmental Engineering/ environmental sciences or related field. The candidate shall have at least 15 years of relevant professional experience. Experience in review and integrating environmental requirement in design, implementation of EMP in at least 5 externally aided/FIDIC based major highway projects is essential. He should have about 6 years of work experience related to environmental issues. He should have adequate experience in implementing EMPs and organizing training to Contractor’s and Employer’s staff. Experience in advisory position on procedures involved in obtaining Environmental & Forest clearances for project roads passing through protected forest, reserve forests, national parks or sanctuaries, etc is preferred. He should be familiar with the best practices adopted in the environment management in the developing countries. He should have also through knowledge about green highway construction.

• **Road Safety Engineering Specialist:**
  The candidate will be at least a Graduate in civil engineering with post-graduation specialization in Highway Engineering and additional specialist training and qualifications directly relevant to engineering aspects of traffic and transport safety in roads design/construction/management. He shall have at least 15 years of relevant professional experience, including at least 5 years directly in the Road Safety field, both in developed countries and in under-developed countries in Asia. He shall have extensive international
standard experience and skills in roads design, construction and management, with current specialisation in all the road and traffic safety engineering aspects of works project planning/design/implementation. He shall have significant experience in execution of Road Infrastructure Safety ‘audits’ and in preparing Road Safety Audit -based engineering mitigation measures. He shall have sound knowledge of contemporary road safety engineering ‘best practice’ and be soundly familiar with (i) current policies, standards and/or guidelines relating to road design and construction in India and (ii) current ‘safe road & traffic engineering’ concepts and approaches demonstrated elsewhere that may be brought into application in Himachal state.. He must have proven skills at staff capacity building and training in this field; and have completed at least one major similar assignment in a comparable ‘developing country’ context.

● Senior Social Development Expert:
The candidate shall have Masters Degree or equivalent qualification in Social Sciences(sociology/socialwork/economics/geography/planning/public administration and management) with at least 15yrs total professional experience, out of which, 5 years experience shall be in working as social/resettlement expert for major Civil Engineering Projects including Highway Projects. The experience of working as Social Expert for Major Highway Projects is desirable. The knowledge of World Bank’s prevailing guidelines and/or policies related to R&R is essential. Experience in legal analysis of land records is desirable. Experience in qualitative & quantitative analysis of data, participatory consultation is essential. He should have through knowledge of prevailing land acquisition Act, states jantri values as well as current draft land Acquisition and Resettlement Act as well as state’s R&R policy etc. He should have through knowledge of complete procedure of private and Government land acquisition up to the award stage.
## Annexure-I

Details of Man months of Key professional and their Sub professional staff

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Professional</th>
<th>Key Man Months</th>
<th>Sr. No.</th>
<th>Sub Professional staff for following Key Professional</th>
<th>Man Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Team Leader cum Infrastructure Expert</td>
<td>36</td>
<td>1</td>
<td>Senior Highway Engineer cum Project Planning (s) with relevant Indian experience in project management</td>
<td>18</td>
</tr>
<tr>
<td>2.</td>
<td>Deputy Team Leader cum Project Management Expert</td>
<td>36</td>
<td>2</td>
<td>Senior Bridge / Structural Engineer</td>
<td>12</td>
</tr>
<tr>
<td>3.</td>
<td>Senior Highway Engineer cum Project Planning expert(s) with relevant Indian experience in project management</td>
<td>18</td>
<td>3</td>
<td>Senior Quality Cum Material</td>
<td>18</td>
</tr>
<tr>
<td>4.</td>
<td>Senior Bridge/Tunnel, Structural Engineer</td>
<td>12</td>
<td>4</td>
<td>Procurement cum Contract Management expert (including PPP project)</td>
<td>12</td>
</tr>
<tr>
<td>5.</td>
<td>Senior Quality cum Material Expert</td>
<td>18</td>
<td>5</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>6.</td>
<td>Procurement cum Contract Management expert (including PPP project)</td>
<td>12</td>
<td>6</td>
<td>Financial Controller</td>
<td>18</td>
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<tr>
<td>7.</td>
<td>-</td>
<td>7</td>
<td>Land Acquisition and Resettlement Specialist</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Legal expert (civil contract and consultancy Agreement)</td>
<td>18</td>
<td>9</td>
<td>Road Safety Expert</td>
<td>18</td>
</tr>
<tr>
<td>10.</td>
<td>Senior Environment Expert</td>
<td>12</td>
<td>10</td>
<td>Social Development Expert</td>
<td>18</td>
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<tr>
<td>11.</td>
<td>Road Safety Expert</td>
<td>18</td>
<td>11</td>
<td>IT-ICT Manager (Expert)</td>
<td>18</td>
</tr>
<tr>
<td>12.</td>
<td>Senior Social Development Expert</td>
<td>12</td>
<td>12</td>
<td>Account officer</td>
<td>24</td>
</tr>
<tr>
<td>No.</td>
<td>Role</td>
<td>Month 1</td>
<td>Month 2</td>
<td>Total Man month</td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------------</td>
<td>---------</td>
<td>---------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>IT-ICT Manager (Expert)</td>
<td>12</td>
<td>13</td>
<td>222</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Records Management Specialist</td>
<td>36</td>
<td></td>
<td>234</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Man month</strong></td>
<td><strong>222</strong></td>
<td></td>
<td><strong>234</strong></td>
<td></td>
</tr>
</tbody>
</table>
Review by the Client of Consultant Outputs and Process.

A reviewing committee consisting of the following officers of the GoHP shall review the progress of the work and the reports to be submitted by the consultant for this consultancy services:

Review Committee

1. Engineer-in-Chief, HPPWD             Chairman
2. Chief Engineer-cum-Project Director  Member
3. Superintending Engineer(P&D), HPRIDC Member
4. Finance Controller (Finance Wing) HPRIDC Member
5. Superintending Engineer Shimla smart city Limited Member
6. Superintending Engineer, 4th Circle, HPPWD, Shimla Member

The Review Committee will review the outputs submitted by the Consultant, give suggestions and modifications, if any, within two weeks of receipt and would be the authority to approve the reports. Review Committee may also hold meetings with the Consultant as necessary to discuss reports submitted and review the progress etc.
3. TOR of QATA

QATA will be the part of scope of PMC

BACKGROUND:-

A) BACKGROUND

The Government of Himachal Pradesh has implemented World Bank funded HP State Road Project (HPSRP-I) through HPRIDC which was completed and closed in June 30, 2017. Under this project, detailed engineering design, preparation of safeguards documents and preparation of BoQ, cost estimates and bidding documents of approximately 3800 metres of tunnels was undertaken for implementation either through direct financing or through PPP mode. For de-congestion of vehicle traffic in the state capital Shimla the following tunnels were studied and proposed for implementation:-

9) Lift to Lakkar Bazar (Idgah) having total length 350 meters approx.
10) List to Himfed Petrol-Pump having total length 950 meters approx.
11) Himfed Petrol Pump to IGMC having total length 1200 meters approx.
12) Sanjauli-Dhalli tunnel having length of 160 meters approx.

Description of Tunnels: Shimla is primarily served by circular road commonly referred to as “Cart Road” or “Motor Round Road” (MRR). This road was originally constructed in the 19th and early 20th centuries as a mule/horse track and later as a cart road. All ingress and egress of traffic is from this circular road and the entire vehicular traffic of this city of 1.40 lacs people is concentrated on this circular road. The core areas of the historic town are located along this road both on the hill as well as the valley sides in the form of ribbon development. As present it is either of double lane or of intermediate lane width and it has not been possible to widen further due to the existing structures on both sides of the road. This has resulted in a serve bottleneck. To find a suitable solution for sustainable and environmentally sound transportation system, the first three of the above tunnels have been proposed for construction for which further study is now required.

The Spiti valley, Kinnaur district and upper parts of Shimla area are at present connected to Shimla, the state capital through Sanjauli-Dhalli single lane traffic tunnel. This tunnel was constructed during the beginning of 19th century to meet the traffic requirements of that time. Now with the passage of time the traffic intensity has increased manifold and the existing tunnel has become a bottleneck resulting in traffic congestion. To meet with the present traffic requirements and location of many tourist scenic spots like Kufri, Naldehra,
Tattapani, Narkanda and Chail etc. It is proposed explore the possibility of double laning the existing traffic tunnel or to provide an additional tunnel almost parallel to the existing tunnel.

The feasibility and detailed design of tunnels in Shimla has been done by M/s GC- RITES-SECON JV comprising of GEOCONSULT ZT GmbH (Lead Firm), Hoelzlstrasse 563, A-5071 Wals/Salzburg, Austria and RITES Ltd., RITES Bhawan, 1, Sector-29, Gurgaon-122001 and SECON Pvt. Ltd., #147, 7B Road, Expert Industrial Park, Whitefield, Bangalore-560066. Now, the GoHP has decided to implement “Construction of Sanjauli-Dhalli tunnel through HPRIDC as executing agency under the Shimla Smart City Mission.

For successful implementation of this project, the Lead implementing agency HP Road and other Infrastructure Development Corporation (HPRIDC, represented by the Chief Engineer-cum-Project Director intends to have a Project Management and Construction supervision Consultant.

4. Objectives:-

To ensure achieving high quality in construction works to be executed under road rehabilitation program.

- To ensure that all the works carried out under this program fully comply with engineering designs, technical specifications, drawings, established codes & sound engineering practices and contract documents.

- To provide technical audit and advisory services for the works executed under the road rehabilitation program.

- To strengthen the technical capabilities & promote technology transfer to the engineer’s of HPRIDC through on job training and technical audit/advisory services.

- To strengthen the capabilities of the local contracting industry by encouraging expansion, acquisition of modern equipment and introduction of new technologies, process and procedures.

- Guidance in the construction of trial sections by the contractors and performance monitoring.
• To ensure that IRC mandated Environmental Mitigation measure are adhered to during construction.
The primary responsibility for day to day supervision of works will be of the HPRIDC and the consultant role will be to assist the HPPWD/HPRIDC in respect of Quality assurance and Technical Audit of works.

5. **Scope of Consultant’s Services**

The scope of consulting Services will include the following:

1. Assist in interpretation of the drawings and Technical Specifications etc. as and when required by the HPRIDC.
2. Review Contractor’s detailed works program and suggest modifications where required.
3. Review the suitability of Contractor’s superintending and key personnel and suggest modifications where required.
4. Review the Construction methodology proposed by the contractor for execution of works in order to ensure that the same is satisfactory in respect of technical requirements, project implementation schedule, environmental aspects and safety of the works, property, personnel & general public.
5. To assist HPPWD/HPRIDC in approval of the field-testing laboratories set up by the various contractors in respect of its facilities, adequacy, arrangements, equipment and laboratory staff etc.
6. Review suitability of source and quality of construction materials on the basis of inspections, test results/ manufacturer’s certificates etc.
7. Develop forms and procedures in order to ensure implementation of a proper Quality Assurance system on all activities and aspects of the project.
8. Review the quality assurance/ control system & procedures being followed by the contractor and the HPPWD/HPRIDC staff.
9. Witness at least 100% of the Quality Control tests being conducted by the staff of the Contractor in the contractor’s field-testing laboratory. The consultant will also conduct some tests independency in the field-testing laboratory.
10. Assist the HPRIDC on matters connected with quality assurance/control aspect of works in order to ensure the quality of work and its conformity with the standards & specifications prescribed in the contract.
11. Assist the HPRIDC during inspection of the construction equipment such as tunnel boring machine/all other equipment and machinery to be used be tunnel construction, Hot mix Plant, paver finisher, rollers, bitumen distributors, chip
spreader and other related machinery in order to assess their suitability for the works. The consultant will check the calibration of the tunnel equipment/machine and hot mix plant etc. Assist the HPRIDC during periodical inspection of the equipment to be conducted.

12. During course of inspection if any item of the work is found substandard or unacceptable, the consultant would inform the HPRIDC the rectification required in writing, giving full justification thereof with necessary supporting data.

13. The consultant will assist HPRIDC to inspect the work on completion before taking over and indicate to the HPRIDC any rectification required and outstanding work to be carried out by the contractor prior to issuance of certificate of completion by HPRIDC, and will indicate any defects to be rectified during defect liability period.

14. Provide on job training to the HPRIDC engineers involved with the works to strengthen their technical capabilities and promote transfer of technology

15. Recommendations regarding methods and procedures for the evaluation and the system for monitoring of the conditions of the tunnel after completion.

16. Ensure/ review that the contractors are adhering /following IRC mandated environmental mitigation standards/practices.

6. Task to be carried out under the Consultancy Services

   Detailed Tasks Task 1: Team Mobilization and Project

   Start-up

   Team Leader will introduce team members with the concerned officials of the Shimla Smart City Limited/HPPWD/HPRIDC and will hold meetings to discuss the following:

   • Rules and responsibilities of all parties in the project setup and lay out the rules and guidelines for implementation of the project.
   • Status on award of contract for various sections
   • Reporting system and contact for various sections
   • Setting up of consultant’s project office
   • Issuing of Project Reports, Contract Documents and other background information related to the project

7. Task 2: Review of Available Documents
As pre-construction activity, the consultant will undertake study of Detailed Project Report and other available documents with particulars relevance to design, specifications and methodology for executing the work and project schedule. Consultant shall also review the contract Agreements for understanding the responsibilities vested with the Contract involved in the project.

8. **Study of Contract Agreement between the PIU and the Contractors**

The understanding of these contract provisions is very important in the overall success of the project. It is very important to have this Agreement absolutely clear and specific in all aspects, and adequately robust to cope up with the requirements for the successful completion of Project. The provisions of the achievements of the milestones and the penalties, the procedure for dispute resolution, if arises are absolutely vital for the success of the Project.

9. **Task 3: Review of Field Testing Laboratories**

The laboratory and all facilities thereby will be supplied through the Construction Contracts by the Contractors. The list of equipment being provided will be available to the Team Leader by the Client. The Team Leader with the assistance of Sr. Quality Assurance Engineer will check the field laboratory set up of Contractors against this list and report any discrepancies or additional equipment necessary.

10. **Preparation of Quality Assurance Plan**

The Consultant in discussion with the HPRIDC, shall prepare a Quality Assurance Plan (QAP), which will detail, Consultant’s Plan to conduct the various activities and measures/procedures to keep a check on the quality of the products. The quality Assurance Plan and Quality Control
procedures will be continually checked by the Consultant’s supervisory staff to oversee work is completed according to specifications or accepted international practices.

The main considerations that should weigh with preparation of an overall Quality Assurance Plan are:

- Clearly defining the objectives,
- Enumerating the activities involved
- Incorporating the requirements of quality in each activity and providing for a failproof safeguard, if any,
- Laying down the surveillance plan, checks for each apprehended lapse and omission,
- Establishment of corrective action and continuous improvement process.

The Consultants shall also develop forms and procedures for proper implementation of Quality Assurance Plan. They shall, inter alia, include the following:

Procedure for storing of materials to be used in permanent works

- Type, frequency and procedure of tests for different kinds of materials and related pavement works
- Inspection and test plans including requirement for witnessing
- Requirements for record keeping
- Norms and procedures for control of process related to laying of bituminous concrete, surface regularity for pavement and concrete structures
- Acceptability criteria for works and workmanship
- Organization of materials from stockyards during laying and finished works
- Procedures for monitoring of compaction equipment and field compaction
- Procedures for monitoring/inspection of bitumen plants during production, laying and compaction
- Procedures for monitoring bituminous concrete production, laying and compacting
- Formats for recording and compilation of test data
- Reporting system for test results and for actions to be taken in respect of quality
- Other aspects as specifically required/modified to suit to prevailing site conditions and other agencies.
- Safety of the public and the work forces

11. **Task 4: Quality and Technical Audit**

All Test and Controls before, during and after execution of the works will be preliminary defined beforehand and agreed leading to an organized systematic Quality Control. The
Consultant will review the laboratory setup of the Contractor including the calibration of equipments. A comprehensive Testing Program and standardization of forms for testing purpose will be set up. Typical standard sheets will be produced for all the test required. They shall, inter alia, include the following:

- The type of test to be performed,
- Demands of specifications in relation to materials or final product,
- The person responsible for testing,
- The periodicity and frequency of the test (Volume of works, daily, weekly, before execution, etc.)
- The standard and limits to be observed.

The consultant shall ensure that the Contractor maintain systematic documentation of all testing as per the forms that will be developed by the consultant.

The consultant’s team will audit the quality reports maintained by the Contractor and will also witness 100% testing of material. Where necessary, testing in other laboratories will be arranged by the Contractor and monitored by the Consultant.

The Source of materials will also be reviewed and test reports of quarry material will be audited to assess their engineering properties. For all pre-fabricated and ready mix items, certificated from manufacturers will be audited to verify that that the items meet the project requirement and specifications.

The Consultant will develop procedures to audit various items of construction and ensure that all concerned persons understand and implement these procedures with special emphasis on proper testing before any element is covered up. If during inspections the Consultant finds improper materials have been used or if tests fail to meet the requirement of the specification, the consultant will notify HPRIDC.

The Consultant will regularly inspect all the work site to ensure, on the basis of first hand observation that works are being executed according to plans and specification and to provide on the job training to local supervision personnel. If any deficiencies in quality are observed during site visits, remedial measures will be initiated on the spot. Supervisory personnel will be educated in proper techniques to inspect/test for the particular problem and to prevent repetition.
12. **Task 5: Environmental Impacts of Works**

The Consultant will be constantly alert to environmental concerns and recommendations in the Environmental Assessment plans prepared as part of the Project. Apart from the measures built in to the project, the Consultant will pay particular attention to environmental management system of project; assess E&S risk and conduct due diligence during construction not limited to compliance to conditions in clearances/approvals, implementation of mitigation measures, community health and safety, handling of rain run-off, waste earth and dump sites, slope stability and protection, erosion and sedimentation, air and noise pollution; management of municipal solid and hazardous wastes, enhancement measures, impacts on biodiversity and habitat. The Consultant will ensure that mitigation measures for safeguarding the environment are implemented by the Contractor as per ESMP/EMP,IRC Specifications for Road and Bridge Works and Hill road manual. In case of observed potential environment degradation and non-compliance, advice and prepare recommendations to the HPPWD/HPRIDC for mitigation measures.

13. **Task 6: Training and Technology transfer**

The objective of training consists in upgrading the capabilities of the HPPWD/HPRIDC engineers and technicians in-charge of project implementation in view of their future management duties of similar works, is to be used as an opportunity and a vector to transfer Technical know-how. The training session will be conducted by Sr. Quality Assurance/Control Engineers proposed in the key staff of the Consultant’s team. The methodology adopted will be based on our skills and experience with training and technology transfer in other road construction projects, particularly in India. The Consultants will hold training session as follows: One session each at Shimla, Mandi, Hamirpur and Dharamshala will be held during the progress of the work. The point covered will be mainly to focus attention on the main important items of works and test parameters thereof.

Thereafter sessions of training will be held at one suitably located laboratory in each of the 2 locations of the region wherein the actual tests to be carried out and their methodology will be explained to the HPPWD/HPRIDC personnel concerned. Similar session will later be held specifically for bitumen works, the tests involved registers to be kept etc.
14. **Task 7: Carry out final Inspection**

After completion of the construction, the Consultant will make an inspection of the entire project or parts of the project with representatives of HPRIDC & the Contractors. All defects, imperfections, and faults will be notified to the HPRIDC and in turn HPRIDC will instruct the Contractor for rectification of the defects. Upon completion of all rectification a Final Inspection will be performed with the representatives of HPPWD/HPRIDC and the Contractor. Following final inspection of the project and the correction of all identified deficiencies on the project, the consultant shall recommend to the HPRIDC to issue the Project Completion Certificate.

15. **Task 8: Defects Liability Period**

During this period the Consultant will make at least one visit per month of each work to verify the behaviour of the tunnel and approach roads/structures and note defects. If necessary, the Consultant will notify the HPRIDC. In assessing any possible defect that may appear, care will be taken to differentiate between a “construction defect”, which is the Contractor’s responsibility to correct and “normal wear and tear”, which is a maintenance item. Following each inspection, a report detailing the observed defects will be prepared and discussed with the HPRIDC and the Contractor involved. A solution to the problems will be determined in consultation with the HPRIDC and the Contractor. At the end of the Defects Liability Period the Consultant will make a final inspection with the HPPWD/HPRIDC and the representative of the contractor and certify to the HPPWD/HPRIDC that all is well and that the Contractor may be released from further obligation as per provision for contract.
16. **Task 8: Reporting Requirements**

Reports required to be submitted in six copies each of, hard & soft copy include the following:

- Monthly reports on the activities progress and major issues and the observations by the Field Engineer.
- Final audit report containing road wise detailed report of quality and other relevant information.
- Final Road wise quality – certificate covering overall view of quality and all items.

The Proposed schedule for submission of various reports is as follows:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Report</th>
<th>Time of Submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Quality Assurance Manual for the entire project covering type and nature of QC tests to be conducted, acceptance criteria, frequency of tests, Standard observation sheets and documentation.</td>
<td>Within 30 days from commencement of services.</td>
</tr>
<tr>
<td>2</td>
<td>Monthly reports on the activities in progress and major issues and the observations of the consultant’s engineers.</td>
<td>For every month by 20th date in following month.</td>
</tr>
<tr>
<td>3</td>
<td>Final completion report including status of audit notes, NCR and its disposal and status of quality control Tests conducted along with required frequency and results of QC tests.</td>
<td>Within one month after completion of consultancy assignment.</td>
</tr>
<tr>
<td>4</td>
<td>Certificate regarding Quality of work executed for each activity of work and individual road.</td>
<td>Within one month after completion of work.</td>
</tr>
<tr>
<td>5</td>
<td>Recommendations regarding methods and procedures for evaluation and the system for monitoring the condition of roads after completion.</td>
<td>Within one month after completion of consultancy assignment.</td>
</tr>
</tbody>
</table>
Appendix A
APPENDIX B: REPORTING REQUIREMENTS

1. OUTPUTS

Reporting requirements will be according to the directions in the Terms of Reference and TOR of QATA

1.) As described under the heading Location &Duration of the Services and Deliverables in the detailed scope of the Consultancy under Section-II.

2) As desired in the Task -8: Reporting Requirements of ToR of QATA.
### 2. Reporting

The Review by the Client of Consultant’s Outputs and Process.

A reviewing committee consisting of the following officers of the GOHP/HPRIDC shall review the progress of the work and the reports submitted by the consultant.

1) Engineer-in-Chief, HPPWD   
2) Chief Engineer-cum-Project Director   
3) Superintending Engineer(P&D), HPRIDC   
4) Finance Controller (Finance Wing) HPRIDC   
5) Superintending Engineer Shimla smart city Limited   
6) Superintending Engineer, 4th Circle, HPPWD, Shimla

The Review Committee will review the outputs submitted by the Consultant, give suggestions and modifications. Review Committee may also hold meetings with the Consultant as necessary to discuss reports submitted and review the progress etc.
APPENDIX C: KEY PERSONNEL AND SUB-CONSULTANTS – HOURS OF WORKS FOR KEY PERSONNEL

1. CONSULTANT INPUTS

1.1 The Consultants Key and other personnel shall work 6 days (Monday through Saturday) every week and observe the Gazetted holidays of Government of Himachal Pradesh as holidays. The Consultant shall work 8 hours a day on each working day as per the site program. The description of duties of Key & Sub professionals / qualification/ staff months etc. be provided in the prescribed format C1 & C2.
C-1 and C-2

Key Personnel and Sub-Consultant

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Description of Duties</th>
<th>Qualification</th>
<th>Staff-Month</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Key Professional Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The CVs of professional staff (as per clause 1.2 of Description of Services in Appendix) subject to No Objection of the Bank.
APPENDIX D - DUTIES OF THE CLIENT

Services, facilities and property to be made available to the Consultant by the Client

DATA, FACILITIES AND ASSISTANCE TO BE PROVIDED BY THE CLIENT

The Client will provide the following

(i) Already prepared Detailed design and Project Reports of the Dhali tunnel, Resettlement Policy Framework(RPF), Environment and Social Management Framework (ESMF) and Stakeholder Engagement Plan etc.

The Client will assist the supervision consultant with obtaining licenses and permits necessary to carry out the services.

Wherever feasible, the Consultant shall enter data collected from the field as part of the scope of Service into the Client’s Road Information System.

Professional and support counterpart personnel to be made available to the Consultant by the Client.

Professional Technical Staff:

The Client will depute at least 3 full time professional technical staff members - 1 EE, 1 AE ,1 JE - to work alongside the supervision consultant team for the duration of the services. This staff shall act as part of the Supervision Consultant team. The CVs of the proposed Client staff are to be vetted by the supervision consultant. Their salaries and all other allowances shall continue to be paid for by the Client. The Client will seek to maintain continuity of counterpart staff for the duration of the services. The objective is to transfer skills and the supervision consultant should not assume that this arrangement absolves them from delivering on the outputs of the service.

Laboratory Facilities:

The Supervision Consultant for conducting various tests shall use free of cost all equipment installed in the site laboratories to be set-up by the Contractors.
PART II

Section 7. Conditions of Contract and Contract Forms
STANDARD FORM OF CONTRACT

Consultant’s Services

Time-Based
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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.

2. The General Conditions of Contract, including Attachment 1 on Fraud and Corruption shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.
CONTRACT FOR CONSULTANT’S SERVICES
Time-Based

Assignment Title: Consultancy Services for “Project Management and Construction Supervision Consultant” (PMC) for construction of highway tunnel parallel to the Dhalli Tunnel under the Shimla Smart City Mission

Contract No. _______________________

between

Chief Engineer-cum-Project Director,
State Roads Project, Himachal Pradesh Road and
Other Infrastructure Development Corporation Limited
Nirman Bhawan, Nigam Vihar, Shimla-171002,
Himachal Pradesh.

and

____________________________________
[Name of the Consultant]

Dated: ____________________________
I. Form of Contract

TIME-BASED

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

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client or Recipient] (hereinafter called the “Employer”) 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 “consortium/Associates” as applicable) 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/Employer 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/Employer 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 GoHP through BOD Shimla Smart City Limited meeting held on 31.10.2019 has decided that “HPRIDC will update the DPR through its consultants for tunnel parallel-Dhalli tunnel under the Shimla Smart City Mission. To implement “Construction of Sanjauli-Dhalli tunnel through HPRIDC as executing agency under the Shimla Smart City Mission and for successful implementation of this project, the Lead implementing agency HP Road and other Infrastructure Development Corporation (HPRIDC, represented by the Chief Engineer-cum-Project Director intends to have a Project Management and Construction supervision Consultant. The Sanjauli –Dhalli Tunnel was
constructed during the beginning of 19th century to meet the traffic requirements of that time. Now with the passage of time the traffic intensity has increased manifold and the existing tunnel has become a bottleneck resulting in traffic congestion. To meet with the present traffic requirements and location of many tourist scenic spots like Kufri, Naldehra, Tattapani, Narkanda and Chail etc. It is proposed explore the possibility of double lanning the existing traffic tunnel or to provide an additional tunnel almost parallel to the existing tunnel.

The feasibility and detailed design of tunnels in Shimla prepared by M/s GC-RITES-SECON JV comprising of GEOCONSULT ZT GmbH (Lead Firm), Hoelzlstrasse 563, A-5071 Wals/Salzburg, Austria and RITES Ltd., RITES Bhawan, 1, Sector-29, Gurgaon-122001 and SECON Pvt. Ltd., #147, 7B Road, Expert Industrial Park, Whitefield, Bangalore-560066 has to be reviewed and updated as per the best global practices by the consultant. Moreover the Consultant will ensure to achieve high quality in construction works so that all works fully comply with the engineering designs, technical specifications, drawing, established codes and sound engineering practices and contract documents. He will ensure that Environment Mitigation Measure are adhered to during construction and provide his services as per the Terms of Reference of Contract Agreement.

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

      Appendix A: Terms of Reference
      Appendix B: Key Experts
      Appendix C: Remuneration Cost Estimates
      Appendix D: Reimbursable Cost Estimates
      Appendix E: Form of Advance Payments Guarantee
      Appendix F: Code of Conduct (ESHS) [Note to Client: to be included for supervision of civil works contracts]

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; and Appendix F [Note to Client: to be included for
supervision of civil works contracts]. 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]
II. 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) The project is funded by GoI under the Smart City Mission and not by the World Bank and the Employer intends to implement the same under the World Bank Procurement Regulations, so the relevant SBD of World Bank has been adopted as it is to ensure its implementation as per the best global engineering practices. As such in all references as World Bank or Bank may please be read as GoHP/Employer.

(c) “Employee/client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.

(d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(e) “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).

(f) “Day” means a working day unless indicated otherwise.

(g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(h) “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.

(i) “Foreign Currency” means any currency other than the currency of the Client’s country.

(j) “GCC” means these General Conditions of Contract.
(k) “Government” means the government of Himachal Pradesh/India.

(l) “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.

(m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.

(n) “Local Currency” means the currency of the Client’s country.

(o) “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.

(p) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.

(q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(r) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(s) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(t) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

(v) “Terms of Reference (TORs)” 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.

(w) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.

2. Relationship between the 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,
Parties has complete charge of the Experts and Sub-consultants, 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 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.

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.

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 26.1 The Employer requires compliance with the /GoHP/GoI/ CVC guidelines, prevailing rules, regulations and procedures.

a. Commissions and 1.1 The Client requires the Consultant to disclose any commissions
Fees or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

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 GoHP 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-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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 48 & 49.

18. Suspension

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

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 49.1;

(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 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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 Clauses GCC 49.1 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 49.1.

(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) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 42;

(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-consultants 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-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

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-consultants, 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 Employer’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 Employer’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 41 through 46) 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-consultants, 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.

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-consultants and any entity affiliated with such Sub-consultants, 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.

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants 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.

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants 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 as determined under 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-consultants to take out and maintain, at its (or the Sub-
consultants’, 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-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant’s and its Subcontractors’ and sub consultants’ attention is drawn to Sub-Clause 10.1 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.
Section 8. Conditions of Contract and Contract Forms (Time Based)

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.

D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant’s Key Experts are described in Appendix B.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
30.2 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, meet eligibility requirements, and at the same rate of remuneration.

31. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant’s Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants 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.

32.3 “Key Experts, Non-Key Experts or Sub consultants who are found to be in breach of the Consultant’s Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client’s written request.”

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


33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have
been payable to the Experts replaced or removed.

34. Working Hours, Overtime, Leave, etc.

34.1 Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Client’s country, experts carrying out Services inside the Client’s country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client’s country as is specified in Appendix B.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant’s remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

35. Assistance and Exemptions

35.1 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.

(c) 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.

(d) Assist the Consultant and the Experts and any Sub-consultants 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.

(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

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

36. Access to Project Site

36.1 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 therein 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-consultants or the Experts of either of them.

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

37.1 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 ceiling amounts specified in Clause GCC 41.1.

38. Services, Facilities and Property of the Client

38.1 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.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart

39.1 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.

39.2 If counterpart personnel are not provided by the Client to the
Consultant as and when specified in Appendix A, the Client and the
Consultant shall agree on (i) how the affected part of the Services
shall be carried out, and (ii) the additional payments, if any, to be
made by the Client to the Consultant as a result thereof pursuant to
Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding
Client’s liaison personnel, shall work under the exclusive direction
of the Consultant. If any member of the counterpart personnel fails
to perform adequately any work assigned to such member by the
Consultant that is consistent with the position occupied by such
member, the Consultant may request the replacement of such
member, and the Client shall not unreasonably refuse to act upon
such request.

40. Payment Obligation

40.1 In consideration of the Services performed by the Consultant
under this Contract, the Client shall make such payments to the
Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in Appendix
C (Remuneration) and Appendix D (Reimbursable expenses).

41.2 Payments under this Contract shall not exceed the ceilings in
foreign currency and in local currency specified in the SCC.

41.3 For any payments in excess of the ceilings specified in
GCC41.2, an amendment to the Contract shall be signed by the
Parties referring to the provision of this Contract that evokes such
amendment.

42. Remuneration and Reimbursable Expenses

42.1 The Client shall pay to the Consultant (i) remuneration that
shall be determined on the basis of time actually spent by each
Expert in the performance of the Services after the date of
commencing of Services or such other date as the Parties shall agree
in writing; and (ii) reimbursable expenses that are actually and
reasonably incurred by the Consultant in the performance of the
Services.

42.2 All payments shall be at the rates set forth in Appendix C and
42.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts’ list in Appendix B, (iii) the Consultant’s profit, and (iv) any other items as specified in the SCC.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

43. Taxes and Duties

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

43.2 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.

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

45. Mode of Billing and Payment

45.1 Billings and payments in respect of the Services shall be made as follows:

(a) **Advance payment.** Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
(b) **The Itemized Invoices.** As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

(c) The Client shall pay the Consultant’s invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

(d) **The Final Payment.** The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

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

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve
the Consultant of any obligations hereunder.

46. Interest on Delayed Payments
46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

47. Good Faith
47.1 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

48. Amicable Settlement
48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 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 49.1 shall apply.

49. Dispute Resolution
49.1 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.
II. General Conditions
Attachment 1

Fraud and Corruption
(Text in this Appendix shall not be modified)

Section 5. Fraud and Corruption
(This Section 5, Fraud and Corruption shall not be modified)

4. Purpose

5. The GoHP/GoI/CVC guidelines and prevailing rules and regulations of GOI/GoHP apply with respect to procurement of this consultancy.

6. Requirements

2.3 The Employer/GoHP requires that the consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution, and refrain from Fraud and Corruption.

2.4 To this end, the Employer

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

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

      vii. “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;

      viii. “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;

      ix. “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;

      x. “obstructive practice” is:

         (c) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Employer’s/GoHP 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

(d) acts intended to materially impede the exercise of the Employer’s /GoHP inspection and audit rights provided for under paragraph 2.2 e. below.

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

g. Pursuant to CVC guidelines and prevailing rules and regulations of GOI/GoHP , 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 (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm.

h. Requires that a clause be included in bidding/request for proposals documents, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Employer to inspect 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 Employer/GoHP.

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1 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 Employer

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

<table>
<thead>
<tr>
<th>Number of GC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
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<tbody>
<tr>
<td>1.1(a)</td>
<td>The Contract shall be construed in accordance with the law of India</td>
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<td>4.1</td>
<td>The language is: English</td>
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<td>6.1 and 6.2</td>
<td>The addresses are [fill in at negotiations with the selected firm]:</td>
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<td></td>
<td>Employer: Himachal Pradesh Road and Other Infrastructure Development Corporation Limited</td>
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<td>Attention: Chief Engineer-cum-Project Director,</td>
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<td></td>
<td>Himachal Pradesh Road and Other Infrastructure Development Corporation Limited (HPRIDC)</td>
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<td></td>
<td>, Nirman Bhawan, Nigam Vihar,</td>
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<td></td>
<td>Shimla- 171002, Himachal Pradesh.</td>
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<td></td>
<td>Facsimile: 0177-2620663 Tel: 0177-2627602.</td>
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<tr>
<td></td>
<td>E-mail: <a href="mailto:pdsrp-hp@nic.in">pdsrp-hp@nic.in</a></td>
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<td>Consultant:</td>
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<td>E-mail (where permitted):</td>
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<td>8.1</td>
<td>[Note: If the Consultant consists only of one entity, state “N/A”; OR</td>
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<tr>
<td></td>
<td>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</td>
</tr>
<tr>
<td></td>
<td>The Lead Member on behalf of the JV is ____________ [insert name of the member]</td>
</tr>
<tr>
<td>9.1</td>
<td>The Authorized Representatives are:</td>
</tr>
</tbody>
</table>
### For the Employer:  Er. Ajay Gupta

Chief Engineer-cum-Project Director,

State Roads Project, Himachal Pradesh Road and Other Infrastructure Development Corporation Limited, Nirman Bhawan, Nigam Vihar, Shimla-171002, Himachal Pradesh.

Facsimile: 0177-2620663 Tel: 0177-2627602.

E-mail:  pdsrp-hp@nic.in  

| For the Consultant: [name, title] |

---

<table>
<thead>
<tr>
<th>11.1</th>
<th>The effectiveness conditions are the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Contract shall come into effect after receipt of advance payment Bank Guarantee from the consultant.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12.1</th>
<th>Termination of Contract for Failure to Become Effective:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The time period shall be One Month.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13.1</th>
<th>Commencement of Services:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The number of days shall be 15 Days.</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>14.1</th>
<th>Expiration of Contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The time period shall be 36 months or such other period as the parties may agree in writing.</td>
</tr>
</tbody>
</table>

(The PMC services will be carried out over the entire project preparation (6 months), implementation period (18 months) plus one additional one year.)
23.1 The following limitation of the Consultant’s Liability towards the Client/Employer can be subject to the Contract’s negotiations:

“Limitation of the Consultant’s Liability towards the Client/Employer:

(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 [insert a multiplier, e.g.: one, two, three] 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;

(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”

24.1 The insurance coverage against the risks shall be as follows:

(a) Professional liability insurance, with a minimum coverage of twice the 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-consultants, with a minimum coverage as per Motor Vehicle Act 1988 and its subsequent amendments from time to time.

(c) Third Party liability insurance, with a minimum coverage of Rs1,000,000/-

(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant
provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

27.1  
**Nil**

27.2  
The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.

32. Removal of Experts or Sub-consultants  
Insert the following as Sub-Paragraph 32.3 and renumber original Sub-Paragraph 32.3 as Sub-Paragraph 32.4

“Key Experts, Non-Key Experts or Sub consultants who are found to be in breach of the Consultant’s Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Employer’s/Client’s written request.”

35.1  
(a) through (e)  
[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]

35.1(f)  
[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]

41.2  
The ceiling in foreign currency or currencies is: ___________________ [insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.

   The ceiling in local currency is: ___________________ [insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes.

   Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: “be paid” or “reimbursed”] by the Client [insert as appropriate: “for” or “to”] the Consultant.

   The amount of such taxes is ___________________ [insert the amount as finalized at the Contract’s negotiations on the basis of the]
42.3 **Price adjustment on the remuneration “applies”**

Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:

(1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:

\[
R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \text{or} \quad R_f = R_{fo} \times \left[ 0.1 + 0.9 \times \frac{I_f}{I_{fo}} \right] \]

where

- \( R_f \) is the adjusted remuneration;
- \( R_{fo} \) is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;
- \( I_f \) is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and
- \( I_{fo} \) is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to \( I_f \) and \( I_{fo} \) in the adjustment formula for remuneration paid in foreign currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. “Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics”]

(2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every 12 months and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:

\[
R_l = R_{lo} \times \frac{I_l}{I_{lo}} \quad \text{or} \quad R_l = R_{lo} \times \left[ 0.1 + 0.9 \times \frac{I_l}{I_{lo}} \right] \]
where
\( R \) is the adjusted remuneration;
\( R_{lo} \) is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency;
\( I_i \) is the official index for salaries in the Client’s country for the first month for which the adjustment is to have effect; and
\( I_{lo} \) is the official index for salaries in the Client’s country for the month of the date of the Contract.

*The official index for salaries corresponding to \( I_i \) and \( I_{lo} \) in the adjustment formula for remuneration paid in local currency.*

Official Consumer Price Index for salaries maintained by Central Statistical Office, India for Urban (General).

(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor \( X_0/X \). \( X_0 \) is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. \( X \) is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.

**43.1 and 43.2**

The Employer warrants that

“the Employer/Client shall reimburse the Consultant, the Sub-consultants and the Experts”/]

any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:

(a) any payments whatsoever made to the Consultant, sub consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;

(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;

(c) any equipment imported for the purpose of carrying out
the Services and paid for out of funds provided by the Client and which is treated as property of the Client;

(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:

(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and

(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.

| 44.1 | **The currency [currencies] of payment shall be the following:** *[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]* |
| 45.1(a) | The following provisions shall apply to the advance payment and the advance bank payment guarantee:

1. An advance payment [of 3% in foreign currency] [and of 7% in local currency] shall be made within 30 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 9 months of the Services until the advance payment has been fully set off.

2. The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment. |
| 45.1(e) | **The accounts are:**

for foreign currency: [insert account].
for local currency: [insert account]. |
46.1 **The interest rate** is: London Inter-Bank On-Lending Rate [LIBOR] plus 2% for foreign currency; and 8% for local currency.

49. **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 *President Indian Roads Congress, New Delhi* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, 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, *President Indian Roads Congress, New Delhi* 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 *Secretary, Indian Council Arbitration, New Delhi*.

2. **Rules of Procedure.** Except as otherwise stated herein, arbitration
3. **Substitute Arbitrators.** If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.

4. **Nationality and Qualifications of Arbitrators.** The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country. For the purposes of this Clause, “home country” means any of:

   (a) the country of incorporation of the Consultant [If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or

   (b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or

   (c) country of nationality of a majority of the Consultant’s [or of any embers’ or Parties’] shareholders; or

   (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.

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

   a. proceedings shall, unless otherwise agreed by the Parties, be held in a neutral venue or as mutually agreed at the time of negotiation of contract. **However, for Indian Consultant, the venue of arbitration shall be New Delhi/Shimla;**

   b. the *English* language shall be the official language for all purposes; and

   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.
IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the “Reporting Requirements” section of the TORs: Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.]

APPENDIX B - KEY EXPERTS

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

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

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]
2. When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract’s negotiations also add the following:

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 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 Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”
Model Form I
Breakdown of Agreed Fixed Rates in Consultant’s Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

<table>
<thead>
<tr>
<th>Experts</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
<td>Basic Remuneration rate per Working Month/Day/Year</td>
<td>Social Charges</td>
<td>Overhead</td>
<td>Subtotal</td>
<td>Profit</td>
<td>Away from Home Office Allowance</td>
<td>Agreed Fixed Rate per Working Month/Day/Hour</td>
</tr>
<tr>
<td>Home Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work in the Client’s Country</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1  Expressed as percentage of 1
2  Expressed as percentage of 4
*
If more than one currency, add a table

______________________________  ______________________
Signature                                      Date

Name and Title: ______________________________
APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

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

2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]
APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

[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 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 its account number __________ at __________ [name and address of bank].

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 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 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 __________, ____________, 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.]

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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 F - Code of Conduct (ESHS)

[Note to Client: to be included for supervision of civil works contracts]
PART III

Section 8. Notification of Intention to Award and Beneficial Ownership Forms
Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].

For the attention of Consultant’s authorized representative
Name: [insert authorized representative’s name]
Address: [insert authorized representative’s address]
Telephone/Fax numbers: [insert authorized representative’s telephone/fax numbers]
Email Address: [insert authorized representative’s email address]

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [email/fax] on [date] (local time)

Notification of Intention to Award
Client: [insert the name of the Client]
Contract title: [insert the name of the contract]
Country: [insert country where RFP is issued]
Loan No. /Credit No. /Grant No.: [insert reference number for loan/credit/grant]
RFP No: [insert RFP reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) request a debriefing in relation to the evaluation of your Proposal, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Consultant

<table>
<thead>
<tr>
<th>Name:</th>
<th>[insert name of successful Consultant]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>[insert address of the successful Consultant]</td>
</tr>
<tr>
<td>Contract price:</td>
<td>[insert contract price of the successful Consultant]</td>
</tr>
</tbody>
</table>
### 2. Short listed Consultants

**INSTRUCTIONS:** Insert names of all short listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.

<table>
<thead>
<tr>
<th>Name of Consultant</th>
<th>Submitted Proposal</th>
<th>[use for FTP] Overall technical scores</th>
<th>[use for STP] Overall technical scores</th>
<th>Financial Proposal price (if applicable)</th>
<th>Evaluated Financial Proposal price (if applicable)</th>
<th>Combined score and ranking (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert name]</td>
<td>[yes/no]</td>
<td>[Criterion (i): [insert score]]</td>
<td>[Criterion (i): [insert score]]</td>
<td>[Proposal price]</td>
<td>[evaluated price]</td>
<td>[Combined Score: [combined score]]</td>
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<tr>
<td></td>
<td></td>
<td>[Criterion (ii): [insert score]]</td>
<td>[Criterion (ii): [insert score]]</td>
<td></td>
<td></td>
<td>[Ranking: [ranking]]</td>
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<tr>
<td></td>
<td></td>
<td>[Criterion (iii): [insert score]]</td>
<td>[Criterion (iii): [insert score]]</td>
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<td>Sub-criterion a:</td>
<td>Sub-criterion a:</td>
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<td>1: [insert score]</td>
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<td>2: [insert score]</td>
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<td>3: [insert score]</td>
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<td>Sub-criterion b:</td>
<td>Sub-criterion b:</td>
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<td>Sub-criterion c:</td>
<td>Sub-criterion c:</td>
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| [insert name]      | [yes/no]          | Criterion (i): [insert score]          | Criterion (i): [insert score]          | [Proposal price]                         | [evaluated price]                             | [Combined Score: [combined score]]          |
|                    |                   | Criterion (ii): [insert score]         | Criterion (ii): [insert score]         |                                          |                                               | [Ranking: [ranking]]                       |
|                    |                   | Sub-criterion a:                       | Sub-criterion a:                       |                                          |                                               |                                             |
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|                    |                   | 2: [insert score]                      | 2: [insert score]                     |                                          |                                               |                                             |
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|                    |                   | Sub-criterion b:                       | Sub-criterion b:                       |                                          |                                               |                                             |
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|                    |                   | 3: [insert score]                      | 3: [insert score]                     |                                          |                                               |                                             |
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<p>| [insert name]      | [yes/no]          | Criterion (i): [insert score]          | Criterion (i): [insert score]          | [Proposal price]                         | [evaluated price]                             | [Combined Score: [combined score]]          |
|                    |                   | Criterion (ii): [insert score]         | Criterion (ii): [insert score]         |                                          |                                               | [Ranking: [ranking]]                       |
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3. Reason/s why your Proposal was unsuccessful [Delete if the combined score already reveals the reason]

[INSTRUCTIONS; State the reason/s why this Consultant’s Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant’s Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

4. How to request a debriefing [This applies only if your proposal was unsuccessful as stated under point (3) above]

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Client]

Email address: [insert email address]

Fax number: [insert fax number] delete if not used

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:
**Attention:** [insert full name of person, if applicable]

**Title/position:** [insert title/position]

**Agency:** [insert name of Client]

**Email address:** [insert email address]

**Fax number:** [insert fax number] delete if not used

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

**Further information:**
For more information see the “Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “How to make a Procurement-related Complaint” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

**6. Standstill Period**

**DEADLINE:** The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of [insert the name of the Client]:

**Signature:** __________________________________________

**Name:** __________________________________________

**Title/position:** __________________________________________
Telephone:  
Email:  

Beneficial Ownership Disclosure Form

**INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

**Request for Proposal**

Reference No.: [insert identification no]

Name of the Assignment: [insert name of the assignment]

To: [insert complete name of Client]

In response to your notification of award dated [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

**Details of beneficial ownership**

<table>
<thead>
<tr>
<th>Identity of Beneficial Owner</th>
<th>Directly or indirectly holding 25% or more of the shares (Yes / No)</th>
<th>Directly or indirectly holding 25% or more of the Voting Rights (Yes / No)</th>
<th>Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)</th>
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Section 9. Notification of Intention to Award and Beneficial Ownership Forms

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OR

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]

Name of the Consultant:*[insert complete name of the Consultant]

Name of the person duly authorized to sign the Proposal on behalf of the Consultant:**[insert complete name of person duly authorized to sign the Proposal]

Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed[insert date of signing] [insert month], [insert year]

* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.