Request for Proposals
Consulting Services
Standard Procurement Document

SUMMARY

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Request for Proposals (RFP) Letter

This Section is a template of a letter for a Request for Proposals from the Client addressed to a shortlisted/eligible consulting firm inviting it to submit a proposal for a consulting assignment. The RFP letter includes a list of all shortlisted firms/firms eligible to participate in the bidding and a reference to the selection method and applicable Procurement Regulations for IPF Borrowers or policies of the financing institution that govern the selection and award process.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: Instructions to Consultants and Data Sheet. Instructions to Consultants contains provisions that are to be used without modifications. Data Sheet contains information specific to each selection and corresponds to the clauses in Instructions to Consultants that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms for FTP and STP that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Eligible Countries

This Section contains information regarding eligible countries.
Section 6: Fraud and Corruption

This section includes the fraud and corruption provisions which apply to this selection process.

Section 7: Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract

This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract (GCC) that shall not be modified, and Special Conditions of Contract (SCC). The SCC include clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates Fraud and Corruption (Section 6 of Part I) in a form of Attachment 1.

PART III – NOTIFICATION OF INTENTION TO AWARD AND BENEFICIAL OWNERSHIP FORMS

Section 9: Notification of Intention to Award and Beneficial Ownership Forms

This Section includes two forms. The first form is used to notify Consultants of the Client’s intention to award the contract to the successful Consultant. The second form is used to obtain additional beneficial ownership information from successful Consultant for contracts identified in the Procurement Plan.
SELECTION OF CONSULTANTS

Request for Proposals
Consulting Services

Procurement of:

Consultancy Services for in-depth study of HP Public Works Department (HPPWD) and HP Department of Transport (HPDoT) to reorganize and re-establish HP Road and other Infrastructure Development Corporation (HPRIDC), Direct Labor Operation Wing of HPPWD and HP Motor Vehicle Administration (HPMVA) and strengthening the Directorate of Transportation.

Client: 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 FAX: 0177-2620663 Tel: 0177-2627602; E-mail: pdsrp-hp@nic.in

Country: INDIA

Issued on: August 26, 2019
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PART I

Section 1. Request for Proposal Letter
Request for Proposal Letter

Consulting Services

Name of Assignment: Consultancy Services for in-depth study of HP Public Works Department (HPPWD) and HP Department of Transport (HPDoT) to reorganize and reestablish HP Road and other Infrastructure Development Corporation (HPRIDC), Direct Labor Operation Wing of HPPWD and HP Motor Vehicle Administration (HPMVA) and strengthening the Directorate of Transportation

Country: INDIA
Date: August 26, 2019

1. The Government of Himachal Pradesh through Government of India (hereinafter called Borrower) has applied for financing from the International Bank for Reconstruction and Development (IBRD) (the Bank) in the form of a loan (hereinafter called loan) toward the cost of Himachal Pradesh State Roads Transformation Project. The Himachal Pradesh Road and Other Infrastructure Development Corporation Limited, New Himrus Building, Circular Road, Himland, Shimla-171001(H.P) an implementing agency of the Client, is committed to procure the intended consultancy services under the contract as a pre-condition for getting this loan and accordingly this Request for Proposals is issued.

The Client now invites proposals to provide the following consulting services (hereinafter called Services): Consultancy Services for in-depth study of HP Public Works Department (HPPWD) and HP Department of Transport (HPDoT) to reorganize and reestablish HP Road and other Infrastructure Development Corporation (HPRIDC), Direct Labor Operation Wing of HPPWD and HP Motor Vehicle Administration (HPMVA) and strengthening the Directorate of Transportation

2. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) is valid for consultancy firms who are empanelled/registered with Construction Industry Development Council (CIDC)/NHAI and having successfully completed similar re-organizational studies/services under the World Bank/externally aided projects implemented by various civil infrastructure development agencies in India/abroad.

4. A firm will be selected under Least Cost Selection (LCS) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank’s Procurement Regulations for IPF Borrowers July 2016, updated November 2017. Procurement Regulations), which can be found at the following website: www.worldbank.org, with certain modifications made by the client.

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 (Lump-Sum)

5. “Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.”

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

Yours sincerely,

ER. AJAY GARG
CHIEF ENGINEER-CUM-PROJECT DIRECTOR
State Roads Project, HPRIDC, NIRMAN BHAWAN, NIGAM VIHAR,
FACSIMILE: +91-177-2620663; TEL: +91-177-2627602,
E-mail: pdsrp-hp@nic.in
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Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definitions

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

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

   (c) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

   (d) "Borrower" means the Government, Government agency or other entity that signs the [loan/financing/grant\(^1\)] agreement with the Bank.

   (e) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.

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

   (g) "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).

   (h) "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.

   (i) "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 Borrower. It excludes the

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\(^1\) ["loan agreement" term is used for IBRD loans; "financing agreement" is used for IDA credits; and "grant agreement" is used for Recipient-Executed Trust Funds administered by IBRD or IDA]
Borrower's official public holidays.

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

(k) "Government" means the government of the Client's country.

(l) "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;

(m) "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.

(n) "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.

(o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provide the shortlisted Consultants with all information needed to prepare their Proposals.

(p) "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.

(q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

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

(s) "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.

(t) "Services" means the work to be performed by the
Consultant pursuant to the Contract.

(u) "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.

(v) "Terms of Reference (TORs)" (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

(w) "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 and is at the Consultants’ expense.

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 and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

(i) 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 Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank’s financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.
4. **Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the 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 Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section 6.

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

6. **Eligibility**

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

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

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

a. **Sanctions**

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of...
Section 2. Instructions to Consultants (ITC)

debanned firms and individuals is available at the electronic address specified in the Data Sheet.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Borrower’s country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower’s country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant’s Proposal unless:

(i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and

(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’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 with the prior Bank’s no objection.

**c. Sub-Contracting**

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

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before
the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all 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.

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]"
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 Bank’s sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of
the Proposals opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical Proposals

19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the 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 and the Bank issues its “no objection”, if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked
Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed (if applicable), 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
2. Instructions to Consultants (ITC)

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. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price
adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes

25.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the Data Sheet.

26. 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 prerequisite 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 after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates’ structure under
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 Bank’s no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

30.1 Not Applicable.

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;

32. Notification of Award

32.1 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
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**

33.1 Not Applicable.

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>
</thead>
<tbody>
<tr>
<td>1 (b)</td>
<td>India</td>
</tr>
<tr>
<td>1 (l)</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>
| 2.1           | **Name of the Client:** 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.  
**Method of selection:** Least-Cost Collection (LCS) as per the Procurement Regulations (available on www.worldbank.org) |
2.2 **Financial Proposal to be submitted together with Technical Proposal:**
Yes.

**The name of the assignment is:**
Consultancy Services for in-depth study of HP Public Works Department (HPPWD) and HP Department of Transport (HPDoT) to reorganize and re-establish HP Road and other Infrastructure Development Corporation (HPRIDC), Direct Labor Operation Wing of HPPWD and HP Motor Vehicle Administration (HPMVA) and strengthening the Directorate of Transportation.

2.3 **A pre-proposal conference will be held:** Yes.

Date of pre-proposal conference: September 03, 2019.

Time: 1100 Hours Indian Standard Time (IST)

Address: O/o 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.

Telephone: 0177-2627602  Facsimile: 0177-2620663
E-mail: [pdsrp-hp@nic.in](mailto:pdsrp-hp@nic.in)

Contact person/conference coordinator: Er. Hardeep Singh / Executive Engineer (Procurement)

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

4.1 -Not Applicable-

6.3.1 **A list of debarred firms and individuals is available at the Bank’s external website:** [www.worldbank.org/debarr](http://www.worldbank.org/debarr)

### B. Preparation of Proposals

9.1 **This RFP has been issued in the English language.**
Proposals shall be submitted in English language.
All correspondence exchange shall be English language.
### Section 2. Instructions to Consultants (ITC)

**10.1** The Proposal shall comprise the following:

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

#### 1st Inner Envelope with the Technical Proposal:

- **(1)** Certification of empanelment/registration with Construction Industry Development Council (CIDC)/NHAI
- **(2)** Power of Attorney to sign the Proposal
- **(3)** TECH-1
- **(4)** TECH-2
- **(5)** TECH-3
- **(6)** TECH-4
- **(7)** TECH-5
- **(8)** TECH-6
- **(9)** 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.**

The contact information for requesting clarifications is:
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.
Facsimile0177-2620663 E-mail: pdsrp-hp@nic.in
| 14.1.1 | **Shortlisted Consultants may associate with**
(a) non-shortlisted consultant(s): NA.
| 14.1.2 | **Estimated input of Key Experts’ time-input:** 30 person-months.
| 14.1.3 | “**Not applicable**”

for time-based contracts only
| 14.1.4 and 27.2 | “**Not applicable**”

use for Fixed Budget method
| 15.2 | 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.
| 16.1 | *(1) 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 direct practicable route;

(3) Cost of office accommodation, including overheads and back-stop support;

(4) Communications costs;

(5) Cost of purchase or rent or freight of any equipment required to be provided by the Consultants;

(6) Cost of reports production (including printing) and delivering to the Client;

(7) Other allowances where applicable and provisional or fixed sums (if any)

(8) Cost of such further items required for purposes of the Services not covered in the foregoing.

16.2 A price adjustment provision applies to remuneration rates: No

16.3 Information on the Consultant’s tax obligations in the Client’s country can be found from the website of Ministry of Finance, Government of India.

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.

16.4 The Financial Proposal shall be stated in the following currencies:

Consultant may express the price for their Services in any fully convertible currency.

The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes.

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C. Submission, Opening and Evaluation

17.1 The Consultants shall not have the option of submitting their Proposals electronically.

17.4 The Consultant must submit:

(a) Technical Proposal: one (1) original and three copies;

(b) Financial Proposal: one (1) original.
<table>
<thead>
<tr>
<th>Section 2: Instructions to Consultants (ITC)</th>
<th></th>
</tr>
</thead>
</table>
| **17.7 and 17.9** | The Proposals must be submitted no later than:  
**Date:** September 16, 2019  
**Time:** 1500 Hours Indian Standard Time (IST)  
**The Proposal submission address is:**  
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. |
| **19.1** | An online option of the opening of the Technical Proposals is offered:  
No  
**The opening shall take place at:**  
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.  
**Date:** same as the submission deadline indicated in 17.7.  
**Time:** 1530 Hours Indian Standard Time (IST) |
| **19.2** | In addition, the following information will be read aloud at the opening of the Technical Proposals “N/A”. |
| **21.1** (for FTP) | 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 and Institutional Development Expert</td>
<td>15</td>
</tr>
<tr>
<td>2.</td>
<td>Deputy Team Leader and Senior Highway Engineer</td>
<td>10</td>
</tr>
<tr>
<td>3.</td>
<td>Motor Vehicle Administration Expert</td>
<td>5</td>
</tr>
<tr>
<td>4.</td>
<td>Transportation Expert (Transport services regulation/coordination and transportation policy and planning Expert)</td>
<td>5</td>
</tr>
<tr>
<td>6.</td>
<td>Financial Management Expert/ Accountant</td>
<td>5</td>
</tr>
<tr>
<td>7.</td>
<td>Legal Expert (Institutions and corporate law)</td>
<td>5</td>
</tr>
<tr>
<td>8.</td>
<td>Safeguards 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) 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%

4) **Transfer of knowledge (training) program** (relevance of approach and methodology)

**Total points for criterion (iv):** [5]
<table>
<thead>
<tr>
<th>5) Participation by nationals among proposed Key Experts</th>
<th>[5]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total points for the five criteria:</td>
<td>100</td>
</tr>
<tr>
<td>The minimum technical score (St) required to pass is:</td>
<td>[70]</td>
</tr>
</tbody>
</table>

Public Opening of Financial Proposals

<table>
<thead>
<tr>
<th>23.4</th>
<th>An online option of the opening of the Financial Proposals is offered: No.</th>
</tr>
</thead>
</table>

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 Er. Ajay Garg, 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 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 published on the Client’s website, if available.

The Client shall intimate all Consultants, whose technical proposal has been qualified, about the date, time and venue of opening of Financial proposals.

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) NA

D. Negotiations and Award

28.1 Expected date and address for contract negotiations:

Date: September 26, 2019
Address: 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: October 05, 2019 at: Shimla

35.1 The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:

For the attention: Er. Ajay Garg

Title/position: Chief Engineer-cum-Project Director

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

Email address: pdsrp-hp@nic.in

Fax number: +91-177-2620663 In summary, a Procurement-related Complaint may challenge any of the following:
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>the terms of this Request for Proposal;</td>
</tr>
<tr>
<td>2.</td>
<td>the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and</td>
</tr>
<tr>
<td>3.</td>
<td>the Client’s decision to award the contract.</td>
</tr>
</tbody>
</table>
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>FORM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>FTP</td>
<td>TECH-1 Technical Proposal Submission Form.</td>
</tr>
<tr>
<td>STP</td>
<td>If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.</td>
</tr>
<tr>
<td>TECH-1 Attachment</td>
<td>Power of Attorney No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members</td>
</tr>
<tr>
<td>TECH-2</td>
<td>Consultant’s Organization and Experience.</td>
</tr>
<tr>
<td>TECH-2A</td>
<td>A. Consultant’s Organization</td>
</tr>
<tr>
<td>TECH-2B</td>
<td>B. Consultant’s Experience</td>
</tr>
<tr>
<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>
</tr>
<tr>
<td>TECH-3A</td>
<td>A. On the Terms of Reference</td>
</tr>
<tr>
<td>TECH-3B</td>
<td>B. On the Counterpart Staff and Facilities</td>
</tr>
<tr>
<td>TECH-4</td>
<td>Description of the Approach, Methodology, and Work Plan for Performing the Assignment</td>
</tr>
<tr>
<td>TECH-5</td>
<td>Work Schedule and Planning for Deliverables</td>
</tr>
<tr>
<td>TECH-6</td>
<td>Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)</td>
</tr>
<tr>
<td>TECH-7</td>
<td>Code of Conduct (ESHS)</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 in-depth study of HP Public Works Department (HPPWD) and HP Department of Transport (HPDoT) to reorganize and re-establish HP Road and other Infrastructure Development Corporation (HPRIDC), Direct Labor Operation Wing of HPPWD and HP Motor Vehicle Administration (HPMVA) and strengthening the Directorate of Transportation in accordance with your Request for Proposals (RFP) dated August 26, 2019 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal 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: Ŧof our letter of intent to form a joint venture or, if a JV is already formed, Ŧof 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 and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data sheet, ICT 12.1.
(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.

(e) We, along with any of our sub-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 the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in 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 5 years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture 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 to 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.... designed 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 (ESH) 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>№</th>
<th>Deliverables ¹ (D-..)</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>D-1</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>D-2</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>Nº</th>
<th>Name</th>
<th>Position</th>
<th>D-1</th>
<th>D-2</th>
<th>D-3</th>
<th>.......</th>
<th>D-...</th>
<th>Home</th>
<th>Field</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-1</td>
<td>{e.g., Mr. Abbbb} (Team Leader)</td>
<td>[Home]</td>
<td>[2 month]</td>
<td>[1.0]</td>
<td>[1.0]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>[Field]</td>
<td>[0.5 m]</td>
<td>[2.5]</td>
<td>[0]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-2</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-3</td>
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<td></td>
</tr>
</tbody>
</table>
### NON-KEY EXPERTS

<table>
<thead>
<tr>
<th>N-1</th>
<th>[Home]</th>
<th>[Field]</th>
</tr>
</thead>
<tbody>
<tr>
<td>N-2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>
For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

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.

"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.

Full time input
Part time input
**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 é é , advisor/consultant toé</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For references: Telé é é é /e-mailé é ; Mr. Hbbbb, deputy minister</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>
</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, and/or sanctions by the Bank.

{day/month/year}

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

{day/month/year}

<table>
<thead>
<tr>
<th>Name of authorized Representative of the Consultant (the same who signs the Proposal)</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</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
FORM FIN-1
FINANCIAL 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 in-depth study of HP Public Works Department (HPPWD) and HP Department of Transport (HPDoT) to reorganize and reestablish HP Road and other Infrastructure Development Corporation (HPRIDC), Direct Labor Operation Wing of HPPWD and HP Motor Vehicle Administration (HPMVA) and strengthening the Directorate of Transportation in accordance with your Request for Proposal dated August 26, 2019 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: ÑNo 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.Ô}


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>{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}</td>
<td>{Insert Foreign Currency # 1} {Insert Foreign Currency # 2, if used} {Insert Foreign Currency # 3, if used} {Insert Local Currency, if used and/or required (16.4 Data Sheet)}</td>
</tr>
<tr>
<td>Cost of the Financial Proposal</td>
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<tr>
<td>Including:</td>
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<tr>
<td>(1) <strong>Remuneration</strong></td>
<td></td>
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<tr>
<td>(2) <strong>Reimbursables</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost of the Financial Proposal:</strong></td>
<td>{Should match the amount in Form FIN-1}</td>
</tr>
<tr>
<td><strong>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</strong></td>
<td></td>
</tr>
<tr>
<td>(i) {insert type of tax e.g., VAT or sales tax}</td>
<td></td>
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<tr>
<td>(ii) {e.g., income tax on non-resident experts}</td>
<td></td>
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<tr>
<td>(iii) {insert type of tax}</td>
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<tr>
<td><strong>Total Estimate for Indirect Local Tax:</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

### A. Remuneration

<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>
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<td>Key Experts</td>
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<td></td>
<td>Non-Key Experts</td>
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</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) Profits 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:  
Assignment:  
Country:  
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></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$^1$</td>
<td>Overhead$^1$</td>
<td>Subtotal</td>
<td>Profit$^2$</td>
<td>Away from Home Office Allowance</td>
<td>Proposed Fixed Rate per Working Month/Day/Hour</td>
<td>Proposed Fixed Rate per Working Month/Day/Hour$^1$</td>
</tr>
<tr>
<td>Home Office</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Client’s Country</td>
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</tbody>
</table>

{* 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>№</th>
<th>Type of Reimbursable Expenses</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Quantity</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>
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<tbody>
<tr>
<td></td>
<td>{e.g., Per diem allowances**}</td>
<td>{Day}</td>
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<td>{e.g., International flights}</td>
<td>{Ticket}</td>
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<td></td>
<td>{e.g., In/out airport transportation}</td>
<td>{Trip}</td>
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<td></td>
<td>{e.g., Communication costs between Insert place and Insert place}</td>
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<td>{ e.g., reproduction of reports}</td>
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<td></td>
<td>{e.g., Office rent}</td>
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<td></td>
<td>{Training of the Client’s personnel if required in TOR}</td>
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<td></td>
<td>Total Costs</td>
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</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. Eligible Countries

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None
Under the ITC 6.3.2 (b): None
Intentionally Left Blank
Section 6. Fraud and Corruption

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), 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 of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a) Defines, for the purposes of this provision, the terms set forth below as follows:
   i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
   ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
   iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
   iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
   v. “obstructive practice” is:

b) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

c) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.

d) Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-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;

e) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

f) Pursuant to the Bank’s Anti-Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

g) Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank 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 Bank.

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

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

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm’s or individual’s financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.
Section 7. Terms of Reference

Consultancy Services for in-depth study of HP Public Works Department (HPPWD) and HP Department of Transport (HPDoT) to reorganize and re-establish HP Road and other Infrastructure Development Corporation (HPRIDC), Direct Labor Operation Wing of HPPWD and HP Motor Vehicle Administration (HPMVA) and strengthening the Directorate of Transportation.

A. Introduction and Background

1. In a hill State like Himachal Pradesh, roads are key infrastructure for economic and social development. In order to stimulate growth on sustainable basis, acceleration of hydro-power generation, diversification of agriculture, promotion of investment in industry and tourism have been identified as key sectors. In absence of rail and air links and a limited potential of development of these sectors in future, an efficient and reliable road network is necessary to achieve growth in these identified key sectors.

2. The State, as on 31-03-2019, has a network of about 36623 Kms road length comprising of about 2592 Kms of National Highways and border roads, about 4481 Kms of Major District Roads (MDRs) and the balance 29550 Kms rural roads which also includes 9872 Kms un-metalled roads. However, the quality and extent of network is currently inadequate and needs to be augmented. The HP Public Works Department being the overall road asset manager of the state, is engaged in planning, construction and maintenance of roads, bridges, ropeways and buildings (both residential and non-residential of various govt. departments) in the State. The department further executes engineering work on behalf of Local Bodies, Public Undertakings, Boards & other Institutions under Himachal Pradesh Government as "Deposit works".

3. The Himachal Pradesh Road and other Infrastructure Development Corporation Ltd., a wholly owned Company of Government of Himachal Pradesh, was incorporated on 10.06.1999 under the Companies Act 1956 with the following mains objectives:-

(i) Development of road infrastructure or any other structural or architectural work on PPP mode or on any other scheme in any manner.
(ii) To facilitate and/or undertake other infrastructure projects.
(iii) To act as special purpose vehicle (SPV) for resource mobilisation on behalf of State Government for all infrastructure projects.

4. HPRIDC has successfully implemented the World Bank funded HP State Road Project (HPSRP-I) which was completed and closed on June 30, 2017. Under this project, 435 Km. of Core Road Network has been up graded to double/intermediate standard, 1485
Km of CRN has been treated with periodic maintenance interventions. 347 Km CRN has been treated under LTDBMC Contracts and several other administrative reforms/IT initiatives have been implemented in the department.

5. **Vision, strategy and plan for the development of road asset and other infrastructure:** In a hill State like Himachal, roads are key infrastructure for economic and social development. In order to stimulate growth on sustainable basis, acceleration of hydro-power generation, diversification of agriculture, promotion of investment in industry and tourism have been identified as key sectors. In absence of rail and air links and a limited potential of development of these sectors in future, an efficient and reliable road network is necessary to achieve growth in these identified key sectors. The State has currently a network of about 36623 Kms road length comprising of about 2592 Kms of National Highways and border roads financed by Government of India, about 4481 Kms of core roads comprising of (Major District Roads (MDRs) and the balance being the rural roads. However, the quality and extent of network is currently inadequate and needs to be augmented.

6. The National Highways and Border Roads network is being adequately financed by Government of India for maintenance and upgradation. The connectivity to unconnected habitations, for providing access to services and markets, remains utmost priority of the State and is being adequately financed by the State Government through its own resources, through NABARD resources and under the Government of India programme of Pradhan Mantri Gram Sadak Yojna. However, the core network of State Highways and MDR comprising of about 4481 Kms which serves as the links between Rural Roads and National Highways, require substantial investment for upgradation and upkeep and the resources to the desired level are not being deployed due to other priorities. Accordingly, the Government of Himachal Pradesh has decided to tie up resources from external funding agencies, through Govt. of India programmes and under PPP mode to address the quality and capacity enhancing of the core network.

7. **Himachal Pradesh State Roads Transformation Program (HPSRTP-II)** is one of such ambitious project of the Govt. of Himachal Pradesh through which it intends to strategically transform the Core Road Network of 2000 Km. road length. Under this project, State Road Network of 650 Km length is proposed to be upgraded and 1350 Km for periodical maintenance besides other institutional & development activities. Upgradation of 650 Km road length will be carried out in 3 Tranches i.e Tranche-I=130 Km, Tranche-II=220 Km and Tranche-III=300 Km. The Tranche-I of HPSRTP-II is to be implemented in three components namely Institutional Strengthening/Transformation Agenda, Upgradation of Priority Roads and Development of Safe Corridor Initiative.
8. **Vision and current core functions and capacity of HP DOT:** The HP Department of Transport is playing a key role in regional development and harnessing the growth potential of each and every sector of the state economy by improving the ability and efficiency of accessing and distributing goods, services and productive capacity with employment opportunities created around the state. The remote and interim parts of the state will be in focus for augmentation of transport network. The basic services provided by the Transport Department are as under:

- Learner’s License.
- Driving License.
- Registration of Vehicles.
- Collection of Taxes.

9. The Transport Policy of the Govt. is available on the HPDoT website, the mission statement of which includes providing mobility with choice, comfort, convenience, frequency, safety and minimal environmental effects. Carriers with varying range of load capacity and sizes to provide the maximum choice to the consumers and promote competition to maintain cost effectiveness. It shall also be the Endeavour of the department to provide alternate modes of transport like water transport and ropeways etc, where possible.

10. Additionally, DOT has a set of identified challenges which include: (i) Lack of vehicle inspection (general vehicle standard, vehicle safety, and emission testing) system and testing facilities (equipment and stations); (ii) Arbitrary vehicle testing system; (iii) Lack of knowledge of available technology; (iv) enhancing drivers’ licensing; (v) congestion issues caused by seasonal tourist traffic in urban areas & highways; (vi) Absence of route rationalization system to test viability of routes; (vii) liberalizing the transportation market along collector and rural roads; (viii) promoting climate friendly transportation services; (ix) enhancing logistics for horticultural and overall economic growth of HP; and (x) absence of integrated multimodal transportation system. The consultant will make an assessment of all such challenges and make recommendations to mitigate, manage and monitor the same as per the best global practices.

11. The Department of Economic Affairs (DEA), Govt. of India, Ministry of Finance has recommended Tranche-I of the HP State Road Transformation Program (HPSRTP-II) worth US$ 110 million, to the World Bank for providing financial assistance for improvement and upgradation of state road network and strengthening its road sector management capacity. To ensure full ownership of the institutional reform by the GoHP, which is the sole policy decision of the State Government and meet DEA’s requirements for the project appraisal on time, the consultancy services for reorganization of the
HPPWD and HPRIDC and HPDOT will be funded by GoHP. As the principal objective of the proposed World Bank financed HP State Roads Transformation program is to enhance the efficiency of the transportation and Road Safety institutions and develop efficient logistics system for horticulture and overall economic growth in Himachal Pradesh which would not be achieved without the transformation of HPPWD, HPRIDC and HPDOT, the support to the implementation of the recommendations of the reform study is the core component of the proposed World Bank financed project.

B. Objective of the Study

12. The main objectives of this assignment are:

i) The key activity of the transformation agenda is to reorganize the HPPWD to reestablish HPRIDC as the state corporate entity to manage the entire road asset and other transport infrastructure of HP, and commercialization of the direct labor operations to instill efficiency, accountability and best utilization of public resources/value for money.

ii) Reorganization of HPDoT to strengthen the Directorate of Transportation responsible for multimodal transportation planning and policy development, and regulating transportation services, whilst corporatizing the vehicle administration services. An organizational study of the new motor vehicle administration and make recommendations on establishing as autonomous HP Motor Vehicle Administration (HPMVA) and creating a vibrant Directorate of Transportation

iii) To study the existing drivers licensing, vehicle registration and transaction, vehicle inspection and emission control, traffic management and transport services regulation and coordination systems of HPDoT and make recommendations on the requirements and a plan to put in place the regulatory, digital and physical infrastructure to meet international benchmarks.

C. Methodology

13. The consultant will be expected to carry out the study in a series of stages. Each of the stage should be developed in close consultation with the key stakeholders, the leadership of HPPWD and HPDOT, (Ministers and Principal Secretaries), Executive Board of HPRIDC, Engineer in Chief of HPPWD, HPPWD Zonal Chief Engineers, Chief Engineer PMGSY, Head of Departments, Divisions and Units of HPPWD and HPDOT, and not least the staff of HPPWD and HPDoT. If requested by the Ministers of HPPWD and HPDoT, the Consultant will brief the Chief Minister and Chief Secretary on high level policy recommendations. Brief period will be allowed for comments from the clients at the end of each stage, but the intention is that the Consultants will assist the stakeholders in reaching consensual solutions during the study.
14. Reorganization of HPPWD

(i) To achieve the transformation agenda a functional division/bifurcation of HPPWD is proposed under two heads (i) Engineering & Regulatory and (ii) Construction and Maintenance (management of direct labour operations). The functional departments will be headed by two Engineer-in-Chief at the headquarter level. The engineering/planning and operational functions at the four zonal offices will be separated and integrated to their respective line Engineer-in-Chiefs at the Head Quarters. The asset manager/engineering and regulatory department will look at planning, contracting, supervision, quality assurance and safeguards monitoring; while the Direct labor wing will take care of new construction, up gradation works and maintenance works (to be carried out by the direct labor). Implementation of ICT/ERP (Enterprise Resource Planning) systems to bring efficiency, transparency, accountability and improved public services by the organizations. The consultant will make an in-depth study of the existing systems and make recommendations to achieve the intended goal as elicited above.

(ii) The commercialization of direct labor will be initiated through the implementation of one pilot performance-based contract in each of the zones. The works will be executed based on competitive prices, similar to private/ performance-based contracting. On proven success, this initiative will be scaled up to all maintenance contracts, except those planned to be given out on private contracting methods. In recent years there has been no new recruitment of un-skilled labor and a natural iteration process is expected over the next ten years until all un-skilled labor in the department is phased out. However, there is an established need to keep on contract skilled workers for: (i) Workers for operating and maintenance of machinery and equipment; (ii) laboratory technicians; (iii) foremen and superintendents emergency and day-to-day maintenance; and (iv) administrative, warehousing and finance staff. The consultant will study the existing strength of labor, its utilization and make recommendations on the commercialization of the direct labor operations to instill efficiency, accountability and best utilization of public resources/value for money.

(iii) HPRIDC will be reorganized as an asset management entity on the lines of corporatized agencies to be headed by a CEO/MD. The HPRIDC as a corporate entity must have in-house units with experienced professional manpower to effectively manage various consultants/vendors, plan, design, bid, manage and monitor externally aided projects, R&D, Quality Assurance, training and capacity building etc. The transformation agenda for HPPWD and HPRIDC is a long-term process which shall be implemented in a phased manner as per the recommendations to be made by the Consultant.
15. **Reorganization of HPDoT**

i. The HP DoT has identified the challenges in respect of motor vehicle administration identified as: (i) Lack of vehicle inspection (general vehicle standard, vehicle safety, and emission testing) system and testing facilities (equipment and stations); (ii) Arbitrary vehicle testing system; (iii) Lack of knowledge of available technology; (iv) enhancing the drivers\' licensing system; and challenges in respect of transportation policy and planning, and regulating/coordinating transportation services as: (v) congestion issues caused by seasonal tourist traffic in urban areas & highways; (vi) Absence of route rationalization system to test viability of routes; (vii) liberalizing the transportation market along collector and rural roads; (viii) promoting climate friendly-clean-transportation services; (ix) enhancing logistics for horticultural and overall economic growth of HP; and (x) absence of integrated multimodal transportation system.

ii. The consultant will study all such issues with the department and make recommendations for strengthening the regulatory functions to be carried out by the Directorate of Transportation and establishing an autonomous HP Motor Vehicle Administration (HPMVA), focused on providing efficient and transparent customer services enumerated. The reorganization of HPDoT and formation of HPMVA will be supported by electronic management (e-management) systems development and human capital building requirements, re-engineering of systems and development of new systems where required, training of core staff and efficient delivery mechanisms of services.

iii. Alternative organizational arrangement, such as bundling the transport regulation/coordination responsibilities with motor vehicle administration services, including vehicle registration and transaction, vehicle inspection (general vehicle standard, vehicle safety, and emission testing) and drivers licensing) and establish a Road Transport Authority (RTA) with HPMVA being an autonomous entity under the RTA. Or fold-in the transport regulation/coordination responsibilities under HPMVA and execute the other policy and planning functions as part of the overall responsibility of HPDoT.

16. **Analysis of Comparable Entities**

While designing an organizational/regulatory/legal structure, it is of paramount importance to select and analyze similar government agencies who are involved in related lines of business. Below is an indicative framework to map select entities that can create a benchmark for the target entities to be established under HPPWD/HPDoT.

(a) **Framework for analyzing select asset manager entities**

- **Legal Structure:** This exercise would assist in arriving at the most optimal structure of organization in respect of flexibility in operations and accessing finance.
Dependency on Government: This will help to gauge the relative dependence of the agency on government by way of funds in order to finance projects/meeting its own expenses.

Assets owned by them and their revenue generation capacity: This would help in understanding the relative size of the balance sheet and revenue generation capacity from projects owned by it.

Can it access finance from market: This would help to understand the various sources of funds, both public and private (both debt and equity), it can raise from stakeholders. Higher range of source of funds would indicate higher creditworthiness of player thereby decreasing dependency on government.

Ease of decision making: Type of organization structure, hierarchy and level of bureaucratic involvement would indicate the flexibility and agility of the organization.

Ability to bring in process efficiency through technology (IT Initiatives): Implementation/adoptions of newer technology trends would indicate that the organization is willing to embrace new technologies so as to increase efficiency, optimize resources and enhance better quality services through modern IT Initiatives.

Financial analysis, including funding analysis using financial statements, income source, source and use of funds through ICT/ERP systems in the HPRIDC/HPPWD/HPDoT.

(b) Reforms to commercialize and/or phase out direct labor/own force account operations:

- Strategies adopted to commercialize and/or phase out direct labor operation
- Extent of commercialization, in respect of specialization (maintenance/construction), in house autonomous unit, parastatal company, divestment
- Success factors for commercialization
- Transitional arrangements, including cost centers establishment, corporatization, legal structure
- Performance agreement
- Performance based contracting
- Bench marking with private contractors

(c) Modal synchronization and logistics

- Interoperability between road, rail and air transport
- Physical and digital logistics infrastructure development and administration: Green and smart logistics; SME and agro-logistics, and cross state/country logistics
17. For understanding the above mentioned requisite criterions that needs to be present in an entity (the abovementioned features); their nuances and their suitability for the reform (establishing a vibrant asset manager, commercialization of direct labor, transport services regulator/coordinator, and vehicle administration services provider) the consultant shall study the setup of Public Works Departments (P WDs), Department of Transportation (DOTs), Road Transport Authorities; Road Transport and Safety Authorities; Road Safety Authorities/A gencies; Motor Vehicle Administrations (MVAs); National Road Agencies/Authorities, State/Province level Road Agencies/Authorities in India and role model countries from different part of the world.

D. Scope of the Consultancy Services

18. The scope of the consultancy services/ the assignment includes, but not limited to the following:

19. STAGE 1: Inception (two weeks)

20. The first task of the consultant will be to prepare a work program that will enable the requirements of the TOR to be met within the allowed timeframe. The program should detail the procedures and techniques to be used for the study, based on the Consultant's initial understanding of the organizations. The methodology to be used in the diagnostics analysis and identification of potential solutions that will be considered by the Consultant in stage 2 should be elaborated in the Inception Report. The Inception Report shall contain a detailed work program for stage 2 and draft detailed Table of Content of the Interim Report to be prepare in Stage 2. The Consultant will present the methodology and initial findings to the senior management, prior to commencement of stage 2. The Inception Report shall be approved by HPRIDC.

21. STAGE 2: Diagnostics, Recommendations, and Action Plan (2.5 months)

22. The second stage of the study will Assess the existing managerial and administrative situation of HPPWD, HPRIDC and HPDOT at all levels. The Consultant will assess and identify, strength, weakness, potential of the three entities staff and management systems. Extensive staff and management consultation will form the essential inputs of this analysis. The principal aim of this assessment will be to allow the Consultant to propose solutions that retain and reinforce that which is good and change that which is bad. Historical, cultural and other environment factors that will influence staff performance must be taken into account. The potential positive and negative impacts of continuing organizational changes in the short and medium term shall also be considered.
23. Using the findings of this assessment the Consultant shall design a phased strategy to improve operating efficiency and overall performance of the organizations. The strategy should take advantage of existing organizational, management, technical and personnel strength and propose detailed remedial measures in areas where problems are identified.

24. The Consultant should formulate the means to assess successful internal performance of HPPWD, HPRIDC and HPDoT. The criteria for measuring successful institutional performance and operating efficiency shall include either directly or indirectly the indicators and benchmarks established for the transformation of HP transport institutions.

25. Potential tools and solutions that should be considered and which may be found appropriate by the Consultant, could include, inter alia:

26. **Specific tasks for the four entities**

   a) **Re-establishment of HPRIDC**
   - Mandate, core functions/functional units and proposed organizational structure
   - System requirements and development
   - Human capital requirements and development
   - Financing options
   - Legal structure
   - governance
   - Operationalization plan

   b) **Reforming the direct labor operation**
   - Options for reforming the direct labor operation and recommendation
   - The reform/commercialization process
   - Operating systems and procedures
   - Human resource (size, iteration, contracting regime, etc.)
   - Capital requirement (assets and finance)
   - Performance agreement
   - Piloting performance-based maintenance contracting, including developing a model internal contract
   - Legal structure
   - governance
   - Operationalization plan
c) **Establishment of HPMVA**
- Mandate, core functions/functional units and proposed organizational structure
- Accountability/linkage and coordination of vehicle administration services with the Directorate of Transportation
- System requirements and development
- Human capital requirements and development
- Outsourcing vehicle inspection services and training of drivers (classroom and behind the wheel defensive driving training)
- Legal structure
- Governance
- Operationalization plan

d) **Strengthening the Directorate of Transportation**
- Mandate, core functions/functional units and proposed structure
- Regulatory responsibility of vehicle administration services and coordination with HPMVA
- Enhancing Road Safety and support to the State Road Safety Council
- Policy and planning for multimodal transportation
- Enhancing efficient logistics and public transportation
- Promoting climate friendly clean transportation
- System requirements and development
- Human capital requirements and development
- Operationalization plan

27. **General tasks for all the four entities**
- Development of mission statement for HPRIDC, Direct Labor Wing of HPPWD, Directorate of Transportation and HPMVA;
- Results-based management system;
- Client-based approach;
- Review and rationalization of operational and internal administrative procedures;
- Identify means to reduce unnecessary paperwork and bureaucratic procedures;
- Elaborate methods for monitoring and tracking tasks to ensure their timely and satisfactory completion;
- Optimizing the distribution and organization of tasks within the Directorates, Divisions, Services and Units of HPRIDC, Direct Labor Wing of HPPWD, Directorate of Transportation, and HPMVA;
- Optimizing levels of delegation of responsibilities with the organizations;
• Improvements in the physical working environment, including offices, furnishing, physical infrastructure and equipment;
• Methods for realizing more efficient use of existing resources, such as on-site/on the job training and support for systems and procedural manual use;
• Review of existing staff capabilities and assessment of necessary staffing requirements, including both professional and support staff;
• Motivation of staff through psychological and physical rewards;
• Introduction of integrated Human Resources Development program, including regular personnel reviews;
• Development of staff regulation handbook;
• Integrated document handling and project management systems, such as the Electronic Project Management System (ePMS);
• Program of managerial development and technical training;
• Recommended critical adjustments to the organizational structure
• drafting legal acts and cabinet orders for the organization and reestablishment of HPRIDC, Direct Labor Wing of HPPWD, Directorate of Transportation and HPMVA.

28. The Consultant will prepare an Interim Report at the conclusion of stage 2. The Interim Report shall include diagnostics chapter addressing the management, administrative, organizational and personnel weakness of HPRIDC, and clear recommendation for their remedies.
   (a) A separate chapter shall formulate the short, medium and long-term strategies for improving institutional performance and efficiencies.
   (b) Another chapter shall address separately the evaluation and recommendations for the Direct Labor wing of HPPWD.
   (c) Another chapter shall address separately the evaluation and recommendations for the Directorate of Transportation of HPDOT.
   (d) Another chapter shall address separately the evaluation and recommendations for HPMVA.

29. The Interim Report shall also include an action plan for the implementation of the identified strategies with activities for the short and medium terms being indicated in detail. The Interim Report shall include a Work Plan for the short-term actions to be implemented under the guidance of the consultant as part of stage 3. Indicative scope of works, programs and costing shall be provided for the medium-term actions.

30. The Consultant shall present the findings and recommendations of stage 2, including the Work Plan for stage 3 to senior management before the commencement of stage 3. HPRIDC shall approve the Work Plan for stage 3 prior to commencement of commencement of stage 3.
31. **STAGE 3: Short term Implementation Measures and drafting legal Instruments for the organization and reestablishment of the three entities (2 months)**

32. During stage 3 of the study, the Consultant will implement the short-term actions that result from the stage 2 proposals. These actions include, but not limited to:

- Preparation of mission statement for HPRIDC, Direct Labor Wing of HPPWD, Directorate of Transportation of HPDOT and HPMVA;
- Review of existing staff capabilities and assessment of necessary staff requirements;
- Detailed definition of tasks and responsibilities for individual staff members;
- Definition of suitable performance indicators for the internal operation of HPRIDC, Direct Labor Wing of HPPWD, Directorate of Transportation of HPDOT and HPMVA, compatible with program indicators and benchmarks;
- Design systems for monitoring individual and collective performance in achieving institutional goals;
- Design a system to link performance to appropriate rewards;
- Design a system to monitor progress made by individual staff members and hence define and implement individual personnel development plan;
- Identification of overall needs for managerial, administrative and technical training;
- **Preparing draft TORs for the development of systems and procedure manuals** for the Direct labor operations, Directorate of Transportation and HPMVA services (Vehicle registration and transaction, vehicle inspection (general, vehicle safety and emission) and drivers licensing, including driving manual)

**E. Duration and staffing**

The duration of the contract is 5 months. Staffing requirement (expected minimum man-months, key staff qualification) and support from the Client are presented as follows:

**E.1. Staffing**

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

34. The total indicative man-months requirement of key professional staff inputs is about 30 man-months.

35. The key professional staff required for execution of the consultancy services are:

**E.1.1. Key staff of the Consultancy Firm:**

- Team Leader and Institutional Development Expert
Deputy Team Leader and Senior Highway/ Maintenance Engineer with adequate experience of project management.

- Motor Vehicle Administration Expert
- Transportation Expert (Transport services regulation/coordination and transportation policy and planning Expert)
- Institutional Development Action Plan & Governance and Accountability Action Plan (IDAP&GAAP) Facilitator / Coordinator (Public Sector Domain Expert)
- Financial Management Expert/Accountant
- Legal Expert (institutions and corporate management)
- Environmental and Social Safeguards Expert
- Human Resource Expert

36. The indicative man months of key professionals are as per Table 1

**E.2. Required Qualifications & Experience of Key Personnel (only relevant):**

**Team leader and Institutional Development Expert:** He/she shall have Graduate qualification in a field of Engineering or Management or Administration (or equivalent), with minimum 20 years of professional experience. He shall have significant senior-level experience in agency management, development, public relations / communications and leadership functions. He/she should have experience in institutional reform. He/she should have a minimum of five (5) years working experience in the transport sector. Experience in India’s public sector context is an advantage. He shall have proven capacity for high-level oversight, coordination and facilitation of complex strategies / programs. He shall have significant experience in the implementation of public sector Institutional strengthening capacity-building and/or reform programs. He shall have effective oral and written communication, briefing and reporting skills; and sound inter-personal, liaison, presentational and teamwork skills.

**Deputy Team Leader and Senior Highway/ Maintenance Engineer:** He/she shall be at least post graduate in Civil Engineering with 15 years of Professional experience out of which 7 years as full time on site project manager for Administrator and supervision of Highway contracts of similar size and complexity as of the proposed contract. He/she 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/she shall have also thorough knowledge and experience in highways/roads maintenance planning and management. Experience in pavement & sub grade investigations including deflection tests and in design of pavement rehabilitation & strengthening is necessity. He/she should have experience in preparing and or supervising maintenance contracts. Experience in performance based maintenance management is an advantage. Experience in developing and/or managing Road Asset Management System (RAMS) is an advantage 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.

- **Motor Vehicle Administration Expert:** The candidate should have a master’s degree or equivalent in transportation, management, economics or related fields with about 15 years of experience out of which at least 5 years on motor vehicle administration services (vehicle registration and transaction, vehicle inspection (general vehicle standard, vehicle safety, and emission testing), and drivers licensing with Department of Transportation. Experience of about two (2) years working on similar subject, particularly in Asia, is an advantage. Experience in projects funded by international financing institutions is an added advantage.

Transportation Expert (Transport services regulation/coordination and transportation policy and planning Expert): The candidate should have a Masters degree or equivalent in Transportation, management, economics or related fields with about 15 years of experience out of which at least 5 years on road transport services, including part or all of: (i) analysis of congestion issues caused by seasonal traffic in urban areas & highways; (ii) route rationalization system development/ operation to test viability of routes; (iii) liberalizing the transportation market; (iv) promoting climate friendly-clean-transportation services; (v) transport logistics; and (vi) integrated multimodal transportation planning. Experience of about two (2) years working on similar assignment, particularly in Asia, is an advantage. Experience in projects funded by international financing institutions is an added advantage. Thorough experience on planning traffic studies, network analysis, transport demand forecasting, network planning and traffic management is preferred. Experience in transport service regulation/coordination, including public transportation and addressing cartel issues is an advantage. The candidate should be conversant with the latest analysis and planning tools.

- **Institutional Development Action Plan & Governance and Accountability Action Plan (IDAP & GAAP) Facilitator / Coordinator (India Public Sector ‘Domain Expert’):** He/she shall have Graduate qualification in a field of Engineering or Management or Administration (or equivalent), with minimum 10 years of professional experience. He shall have significant senior-level experience in agency management, development, public relations / communications and leadership functions in India’s public sector context, desirably at State Government level. He shall have proven capacity for high-level oversight, coordination and facilitation of complex strategies / programs. He shall have significant experience in the implementation of public sector institutional strengthening capacity-building and/or reform programs. He shall have effective oral and written communication, briefing and reporting skills; and sound interpersonal, liaison, presentational and teamwork skills.

- **Financial Management Expert/Accountant:** He/she 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 corporate finance management. He/she shall have sound previous experience in performing corporate finance management and auditing in India’s public sector.

Legal Expert (Institutions and Corporate Management): Graduate qualifications in Law, preferably with additional specialization in Corporate Law and Legislative drafting. He/she must have minimum of 10 Years of experience in practicing law. The candidate shall be conversant with the Indian and international corporate law. 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.

Safeguards Expert: He/she shall possess Masters degree (or equivalent) in safeguards (environmental and social safeguards) management. He/she 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 environmental or social safeguards management. Experience in bioengineering solutions is an advantage.

Human Resource Expert: The candidate shall have MBA (Human Resource) with at least 10 yrs total professional experience, out of which, 5 years experience shall be in working as Human Resource Expert for major Civil Engineering Projects including Highway Projects. The knowledge of World Bank’s prevailing guidelines and/or policies related to R&R is essential. He shall have effective oral and written communication, briefing and reporting skills; and sound inter-personal, liaison, presentational and teamwork skills.

Table 1. Details of Man months of Key professional and their Sub professional staff

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Key Professional</th>
<th>Man Months</th>
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<tbody>
<tr>
<td>10.</td>
<td>Team Leader and Institutional Development Expert</td>
<td>5</td>
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<td>11.</td>
<td>Deputy Team Leader and Senior Highway Engineer</td>
<td>5</td>
</tr>
<tr>
<td>12.</td>
<td>Motor Vehicle Administration Expert</td>
<td>5</td>
</tr>
<tr>
<td>13.</td>
<td>Transportation Expert (Transport services regulation/coordination and transportation policy and planning Expert)</td>
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Coordinator (Public Sector Domain Expert)  

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<tbody>
<tr>
<td>15.</td>
<td>Financial Management Expert/ Accountant</td>
</tr>
<tr>
<td>16.</td>
<td>Legal Expert (Institutions and corporate law)</td>
</tr>
<tr>
<td>17.</td>
<td>Safeguards Expert</td>
</tr>
<tr>
<td><strong>Total Man month</strong></td>
<td><strong>30</strong></td>
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</table>

**F. General requirement, location of services and support from the Client/For Utilization in / by PIU:**

37. All these experts (immediately above) must have experience of not less than 5 years in their respective fields and preferably have worked on similar World Bank -aided project(s), desirably at State/sub-national level. Deployment of these abovementioned officers would be need-based, as/when required by the PIU and they will have to work in / from the office of PIU. The Land Acquisition expert would have intermittent inputs aggregating to @ 30 months. Working conditions will have to at least match with those of a junior-level government gazette officer.

38. The Consultant 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.

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

40. The mobilization and demobilization of key Consultant professionals whose requirement is intermittent will be resolved in consultation with PIU. All endeavors 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.

41. Only the CVs of the abovementioned key professional staff will be evaluated at the time of evaluation of technical proposal.

**G. Tasks/obligations of the Consultancy Firm**

**42. Task 1: Team Mobilization and Project Start-up**
43. Team Leader will introduce team members with the concerned officials of the HPPWD/HPRIDC/HPDoT and Police Department 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.
- Existing workloads, roles and responsibilities, business procedures, manpower/infrastructure etc.
- Reporting systems, financial rules and regulations, budget/expenditure mechanism and allocation of resources etc.
- Setting up of consultant’s project office
- Issuing of Project Reports, Contract Documents and other background information related to the project

44. Task 2: Review of prevailing Acts, Rules and Regulations, Manuals/Standard Operating Procedures (SoP’s) etc.

45. The consultant will review the prevailing Acts, Rules and Regulations, Manuals/Standard Operating Procedures (SoP’s) etc, deficiencies in their implementation and way forward for re-organization of the existing organizations/departments to bring efficiency, transparency, accountability and delivery of improved public services with value for money.

46. Task 3: Training and Technology transfer.

47. The objective of training consists in upgrading the capabilities of the HPPWD/HPRIDC/HPDoT and HP Police Department 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. Key professionals/Engineers proposed in the key staff of the Consultant team. The methodology adopted will be based on our skills and experience with training and technology transfer in other national/international organizations particularly in India. The Consultants will hold training session as follows: One session each at Shimla and Dharamshala will be held during the progress of the work. The point covered will be mainly to focus attention on the successful implementation of the proposed organizational changes to be recommended by the consultant. Thereafter sessions of training will be held at zonal levels in consultation with the Employer.

48. Task 4: Reporting Requirements
49. Reports (Table 2) required to be submitted in six copies each of, hard & soft copy.

H. Deliverables and Reporting

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

<table>
<thead>
<tr>
<th>Table 2. Summary of Reporting and Deliverables</th>
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<tbody>
<tr>
<td>Sr. No.</td>
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<tr>
<td>1</td>
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</table>
### Review of reports:

A review committee consisting of following officers of the client’s Department will review all reports of Consultant (inception, monthly report, interim report, and final report) and suggest any modifications/changes considered necessary.

1. Principal Secretary (PW)-cum-MD, HPRIDC
2. Commissioner Transport HP DoT.
3. Engineer-in-Chief (HPPWD)
4. Chief Engineer-Cum-Project Director (HPRIDC)
5. Chief General Manager, HPRIDC Ltd.
6. Superintending Engineer (HPRIDC)

<table>
<thead>
<tr>
<th>Stage 3.</th>
<th>revision of Action Plans and Recommendation. Separate chapters for HPRIDC, Direct Labour wing of HPPWD, Directorate of Transportation of HPDOT and HPMVA.</th>
<th>Interim Report by HPRIDC</th>
</tr>
</thead>
</table>
| 5 Others | Senior management presentation of Inception Report  
Senior management presentation of Interim Report  
Training, guidance and consultations of senior management | Stage 1  
Stage 2  
Stage 3 |
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PART II

Section 8. Conditions of Contract and Contract Forms
LUMP-SUM FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant’s Services
Lump-Sum
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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, 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

Lump-Sum

Project Name: Himachal Pradesh State Roads Transformation Project

Loan No. To be allotted
Contract No. PW-SRP/HPRIDC/HPSRTP/Re-orgnaization/2019

Assignment Title: Consultancy Services for in-depth study of HP Public Works Department (HPPWD) and HP Department of Transport (HPDoT) to reorganize and reestablish HP Road and other Infrastructure Development Corporation (HPRIDC), Direct Labor Operation Wing of HPPWD and HP Motor Vehicle Administration (HPMVA) and strengthening the Directorate of Transportation.

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

LUMP-SUM

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

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has applied for a loan from the International Bank for Reconstruction and Development (IBRD) toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;
NOW THEREFORE the parties hereto hereby agree as follows:

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

   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Breakdown of Contract Price
   Appendix D: Form of Advance Payments Guarantee
   Appendix E: Code of Conduct (ESHS)

   In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. 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]
Intentionally Left Blank
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) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(c) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.

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

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

(f) “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).

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

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

(i) “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.

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

(k) “GCC” means these General Conditions of Contract.
(l) "Government" means the government of the Client’s country.

(m) "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.

(n) "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.

(o) "Local Currency" means the currency of the Client’s country.

(p) "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.

(q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

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

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

(t) "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.

(u) "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) "ESH" means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-
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**

10.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.

a. **Commissions**

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

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

13. Commencement of Services

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

14. Expiration of Contract

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

15. Entire Agreement

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

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

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

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

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-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 44 & 45.

18. Suspension

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

19. Termination

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

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days³ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days³ written notice in case of the event referred to in (e); and at least five (5) calendar days³ 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 45.1;

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

b. By the Consultant

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

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate...
and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. **Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. **Payment upon Termination**

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

(a) payment for Services satisfactorily performed prior to the effective date of termination; and

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

**C. OBLIGATIONS OF THE CONSULTANT**

20. **General**

a. **Standard of Performance**

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

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-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.
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 Borrower’s country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21. Conflict of Interest

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) 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.

c. **Prohibition of Conflicting Activities**

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.

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

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 provided by the Applicable Law.

24. **Insurance to be taken out by the Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-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 and 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 subconsultants’ 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 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
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 estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in Appendix B.

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, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 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.

31.2 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.

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

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 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.

33. Access to Project Site

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

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

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client’s country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1.

35. Services, Facilities and Property of the Client

35.1 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.

36. Counterpart Personnel

36.1 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.

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

37. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

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

38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope
of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

39. Taxes and Duties

39.1 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.

39.2 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.

40. Currency of Payment

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

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

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

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

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

41.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by
the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond forty five (45) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 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

44. Amicable Settlement

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

44.2 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 45.1 shall apply.

45. Dispute Resolution

45.1 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

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

2. Requirements
2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), 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 of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a) Defines, for the purposes of this provision, the terms set forth below as follows:
   i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
   ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
   iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
   iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
   v. "obstructive practice" is:

   b) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
   c) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
   d) Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or any of its sub-contractors, sub-consultants, 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;

e) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

f) Pursuant to the Bank’s Anti-Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

g) Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank 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 Bank.

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

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

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

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

<table>
<thead>
<tr>
<th>Number of GC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1(a)</td>
<td>The Contract shall be construed in accordance with the law of India.</td>
</tr>
<tr>
<td>4.1</td>
<td>The language is: English.</td>
</tr>
<tr>
<td>6.1 and 6.2</td>
<td>The addresses are [fill in at negotiations with the selected firm]:</td>
</tr>
<tr>
<td></td>
<td>Client: Himachal Pradesh Road and Other Infrastructure Development Corporation Limited</td>
</tr>
<tr>
<td></td>
<td>Attention: Chief Engineer-cum-Project Director, State Roads Project, Nirman Bhawan, Nigam Vihar, Shimla-171002, Himachal Pradesh.</td>
</tr>
<tr>
<td></td>
<td>Facsimile: 0177-2620663 Tel: 0177-2627602.</td>
</tr>
<tr>
<td></td>
<td>E-mail: <a href="mailto:pdsrp-hp@nic.in">pdsrp-hp@nic.in</a></td>
</tr>
<tr>
<td></td>
<td>Consultant:</td>
</tr>
<tr>
<td></td>
<td>Attention:</td>
</tr>
<tr>
<td></td>
<td>Facsimile:</td>
</tr>
<tr>
<td></td>
<td>E-mail (where permitted):</td>
</tr>
<tr>
<td>8.1</td>
<td>[If the Consultant consists only of one entity, state “N/A”; OR]</td>
</tr>
<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>
<tr>
<td></td>
<td>For the Client: Er. Ajay Garg</td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>For the Consultant: [name, title]</th>
</tr>
</thead>
</table>

### 11.1

The effectiveness conditions are the following:

NA.

### 12.1

**Termination of Contract for Failure to Become Effective:**

The time period shall be **15 days**.

### 13.1

**Commencement of Services:**

The number of days shall be **10 days**.

Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.

### 14.1

**Expiration of Contract:**

The time period shall be **5 months** or such other period as the parties may agree in writing.

### 21 b.

The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3

Yes.
23.1 The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:

Limitation of the Consultant’s Liability towards the Client:

(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds [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”, if it is the law of the Client’s country, or insert “applicable law in the Client’s country”, if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client’s country].

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

(a) Professional liability insurance, with a minimum coverage of equal to 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 Rs 1,000,000/-

(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.]

| 31. Removal of Experts or Sub-consultants | Insert the following as Sub-Paragraph 31.3 and renumber original Sub-Paragraph 31.3 as Sub-Paragraph 31.4 and renumber original Sub-Paragraph 31.4 as Sub-Paragraph 31.5

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.

| 38.1 | The Contract price is: __________________ [insert amount and currency for each currency as applicable] [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 estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.

| 39.1 and 39.2 | The Client warrants that

[the 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.

41.2 The payment schedule:

a) Twenty (20) percent of the lump sum amount shall be paid upon submission/acceptance of Inception report including issues and work program under stage 1 work plan by the client.

b) Twenty Five (25) percent of the lump sum amount shall be paid upon submission/approval of Interim Report, including the findings and recommendation under Stage 2 (Diagnostics,
Recommendations, and Action Plan).

c) Forty (40) percent of the lump sum amount shall be paid upon submission/approval of Final Report including the findings and recommendation under Stage 3.

d) Fifteen (15) percent of the lump sum amount shall be paid upon completion of Senior management presentation of Inception Report Senior management presentation of Interim Report Training, guidance and consultations of senior management.

Note:

1. All payments except d) above shall be paid 50% on submission of Reports and Balance 50% after approval by Review Committee.

2. The consultants shall be responsible for accuracy of the report. He shall indemnify the client against any inaccuracies in the work. For this purpose he shall furnish bank guarantee from scheduled bank for an amount to the extent of 10% of the total consultancy fees to be received by him. The bank guarantee shall be valid for a period of 6 month from the date of submission of the final report. The 10% of payment at Sr. no. (d) shall be released only on receipt of this bank guarantee.

| 41.2.1 | NA |
| 41.2.4 | The accounts are: |
|        | for foreign currency: [insert account]. |
|        | for local currency: [insert account]. |
| 42.1   | The interest rate is: London Inter-Bank On-Lending Rate [LIBOR] plus 1% for foreign currency; and 2% for local currency. |
| 45.1   | 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.

(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council Arbitration, New Delhi to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

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; or of any of their members; or
(b) the country in which the Consultant’s principal place of business is located; or
(c) the country of nationality of a majority of the Consultant’s 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 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.
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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 and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.

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

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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])*

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<th>Experts</th>
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<th>5</th>
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<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>
<td>Agreed Fixed Rate per Working Month/Day/Hour</td>
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<td>Home Office</td>
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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 - 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 Bankce Paymentntifier code] Year Experts listed, who w

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] upon receipt by us of the Beneficiary as Guarantor, hereby irrevocably undertake to pay the written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

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

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

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 ______ y 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 __________, ____, 2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

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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 E - Code of Conduct (ESHS)
PART III

Section 9. 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

Name: [insert name of successful Consultant]
Address: [insert address of the successful Consultant]
Contract price: [insert contract price of the successful Consultant]
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.]

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<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>
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<p>| [insert name]       | [yes/no]           | Criterion (i): [insert score]          | Criterion (i): [insert score]          | Proposal price                           | [evaluated price]                              | Combined Score:                           |
|                     |                    | Criterion (ii): [insert score]         | Criterion (ii): [insert score]         |                                          |                                                  | [combined score]                          |
|                     |                    | Criterion (iii): [insert score]        | Criterion (iii): [insert score]        |                                          |                                                  | Ranking:                                   |
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|                     |                    | Sub-criterion b:                       | Sub-criterion b:                       |                                          |                                                  |                                           |
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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

Request for Proposal reference No.: [insert identification no]

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 an equivalent governing body of the Consultant

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>
</tr>
</thead>
<tbody>
<tr>
<td>[include full name (last, middle, first), nationality, country of residence]</td>
<td>![Icon]</td>
<td>4.</td>
<td>5.</td>
</tr>
</tbody>
</table>

OR
Section 9. Notification of Intention to Award and Beneficial Ownership Forms

(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] day of [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.
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