Selection of Consultants

Request for Proposals
Consulting Services

Consultancy Services for Preparation of Urban Roads Improvement Plan including tunnels, by-passes, and alternate roads for Shimla and Dharamshala.

Employer: 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: January 24, 2020
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PART I

Section 1. Request for Proposal Letter
Request for Proposal Letter

Consulting Services

Name of Assignment: Consultancy services for preparation of Urban Roads Improvement Plan including tunnels, by-passes, and alternate roads for Shimla and Dharamshala.

Date: January 24, 2020.

The Government of Himachal Pradesh has entrusted implementation of improvement of road infrastructure under Shimla Smart city mission to HPRIDC as executing agency. The HPRIDC has successfully implemented World Bank funded Himachal Pradesh State Roads Project Phase-I which was completed and closed in June, 2017. In order to provide road infrastructure of international standards as envisaged under the Smart City Mission of Government of India the Lead Implementing agency HPRIDC with Chief Engineer-cum Project Director as head of the PIU, intends to implement this project as per the World Bank Procurement Regulations-2016 and compliance of Environment and Social Management Framework -2016. The Design Consultant is expected to carry feasibility and detailed engineering designs as per the latest international/national standards, best engineering practices fully compliant with the ESMF of the World Bank. **However, it is clarified that the Urban Road Improvement Plan for Smart City Project Shall be funded by the Govt. of India under the Smart City Mission.**

The objective of the plan is to build on the authentic qualities of road infrastructure in Himachal Pradesh and to explore opportunities to refresh and enhance the quality of life of the people. Infrastructure within the city areas is nearing the end of its lifespan and it will need to be replaced in the coming years. An Urban Roads Improvement Plan will ensure that the concerned department/agency is prepared for improvements of the urban roads to be implemented in coordination with infrastructure upgrades.
Dear Mr. /Ms.: 

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

<table>
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<tr>
<th>Sr. No.</th>
<th>Name of Firms</th>
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<tbody>
<tr>
<td>1.</td>
<td>Infrastructure Development Corporation (Karnataka) Ltd. (iDecK)</td>
</tr>
<tr>
<td></td>
<td>9/7, K.C.N Bhavan, Yamunabai Road, Madhavnagar Extension,</td>
</tr>
<tr>
<td></td>
<td>Off Race Course Road,</td>
</tr>
<tr>
<td></td>
<td>Bangalore 560001</td>
</tr>
<tr>
<td>2.</td>
<td>SATRA Infrastructure Management Services Pvt. Ltd.</td>
</tr>
<tr>
<td></td>
<td>#1-8-359 to 363, 5th Floor, Center Point Building,</td>
</tr>
<tr>
<td></td>
<td>US Consulate Lane, S P Road, Begumpet,</td>
</tr>
<tr>
<td></td>
<td>Secunderabad, Telangana, 500003</td>
</tr>
<tr>
<td>3.</td>
<td>Sai Consulting Engineers Pvt.Ltd</td>
</tr>
<tr>
<td></td>
<td>Sai House, Satyam Corporate Square,</td>
</tr>
<tr>
<td></td>
<td>B/h Rajpath club, Bodakdev,</td>
</tr>
<tr>
<td></td>
<td>Ahmedabad-380059,Gujrat, India</td>
</tr>
<tr>
<td>4.</td>
<td>L&amp; T Infrastructure Engineering Ltd</td>
</tr>
<tr>
<td></td>
<td>TC2 Building, 3rd Floor, Mount Poonamallee Road,</td>
</tr>
<tr>
<td></td>
<td>Manapakkam, P.B. No.979, Chennai-600089, Tamil Nadu,India</td>
</tr>
<tr>
<td>5.</td>
<td>TPF GETINSA-EUROESTUDIOS S.L.</td>
</tr>
<tr>
<td></td>
<td>In Joint Venture with TPF ENGINEERING PVT.LTD</td>
</tr>
<tr>
<td></td>
<td>4th Floor, PudhariBhawan, Sector-30-A, Near Sanpada Railway Station, Vashi,</td>
</tr>
<tr>
<td></td>
<td>Navi Mumbai-400705, Maharashtra, India</td>
</tr>
<tr>
<td>6.</td>
<td>Consulting Engineers Group Ltd.</td>
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<tr>
<td></td>
<td>In JV with Intercontinental Consultants and Technocrats Pvt.Ltd.</td>
</tr>
<tr>
<td></td>
<td>CEG Tower, B-11 (G), Malviya Industrial Area ,</td>
</tr>
<tr>
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<td>Jaipur-302017, Rajasthan, India</td>
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2. It is not permissible to transfer this RFP to any other firm.

3. A firm will be selected under Quality- and Cost-Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, 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
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)
Section 9: Notification of Intention to Award and Beneficial Ownership Forms

4. Please inform us by February 03, 2020, in writing at office of the Chief Engineer-cum-Project Director, State Roads Project, Himachal Pradesh Road and Other Infrastructure Development Corporation Limited, Nirman Bhawan, Nigam Vihar, Shimla-171002 (H.P), India by facsimile +91-177-2620663, or by E-mail pdsrp-hp@nic.in:
   (a) That you have received this Request for Proposals; and
   (b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

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,

JITENDER DHIMAN
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
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 Employer’s country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.

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

(d) “Employer” 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 an entity that may provide or provides the Services to the Employer under the Contract.

(f) “Contract” means a legally binding written agreement signed between the Employer 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).

(g) “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.

(h) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Employer. It excludes the Employer’s official public holidays.
(i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(j) “Government” means the government of Himachal Pradesh

(k) “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 Employer) with proof of receipt;

(l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract.

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

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

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

(r) “SPD - RFP” means the Standard Procurement Document -Request for Proposals, which must be used
by the Employer as the basis for the preparation of the RFP.

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

(t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Employer during the whole performance of the Contract.

(u) “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 Employer and the Consultant, and expected results and deliverables of the assignment.

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

2. Introduction

2.1 The Employer 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 Employer will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.
3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

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 Employer 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 Employer.

c. Conflicting Relationships
   (iii) Relationship with the Employer’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Employer (or of implementing agency) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a
Section 2. Instructions to Consultants (ITC)

Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government of Himachal Pradesh 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 Employer shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Fraud and Corruption

5.1 The Employer requires compliance with the World Bank’s Anti-Corruption Guidelines/CVC Guidelines GoI 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 Client/Employer to inspect all accounts, records and other documents relating to any short listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Client/Employer.

6. Eligibility

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

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:
Section 2. Instructions to Consultants (ITC)

a. Sanctions
6.3.1 A Consultant that has been sanctioned by the Bank/GoHP/GoI pursuant to the Bank’s Anti-Corruption Guidelines/CVC 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/relevant GoHP/GoI procedures., shall be ineligible to be shortlisted for, submitting proposals for this project. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.

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

(a) as a matter of law or official regulations, the Employer’s country prohibits commercial relations with that country, or

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

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

d. Restrictions for Public Employees
6.3.4 Government officials and civil servants of the Employer’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 Employer /MoRTH/NHAI/HPPWD/HPRIDC etc. from being awarded a contract is not eligible to participate in this procurement, unless the Government of HP, at the Employer’s/Employer’s request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

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

9. Language

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

10. Documents Comprising the Proposal

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

10.2 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 Employer 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 Employer 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 Employer 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

12.6 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 Employer 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 Employer, such Proposal will be rejected.

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 Employer’s address indicated in the Data Sheet. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

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

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after
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 Employer 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 Employer may indicate in the Data Sheet the estimated Key Experts’ time input (expressed in person-month) or the Employer’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates 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 Employer’s country is provided in the Data Sheet.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to
their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

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

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]”, [reference number], [name and address of the Consultant], and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “FINANCIAL PROPOSAL” “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer
envelope and sealed. This outer envelope shall be addressed to the Employer 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 Employer 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 Employer no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Employer 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 Employer on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Employer 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 Employer 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 Employer on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical

19.1 The Employer’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the
shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

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

21. Evaluation of Technical Proposals

21.1 The Employer’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
Employer’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

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

23.1 After the technical evaluation is completed and the Employer 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 Employer shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

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

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

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

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

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

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

23.5 The Financial Proposals shall be opened publicly by the Employer’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 Employer as indicated in the Data Sheet. Alternatively, a notice of the public opening of Financial Proposals may be published on the Employer’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.

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 Employer’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 Employer’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal,
Section 2. Instructions to Consultants (ITC)

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.

26. Taxes

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

27. 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 Employer 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 Employer 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 Employer shall prepare minutes of negotiations that are signed by the Employer and the Consultant’s authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Employer 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 Employer’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

28.6 The negotiations include the clarification of the
Consultant’s tax liability in the Employer’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 Employer may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates’ structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Employer and the Consultant’s authorized representative.

29.2 If the negotiations fail, the Employer 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 Employer shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Government’s approval, the Employer will invite the next-ranked Consultant to negotiate a Contract. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC33. The Standstill Period commences the day after the date the Employer has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of
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 Employer successfully negotiated a contract;
(b) the contract price of the successful Proposal;
(c) the names of all Consultants included in the short
list, indicating those that submitted Proposals;
(d) where the selection method requires, the price
offered by each Consultant as read out and as
evaluated;
(e) the overall technical scores and scores assigned for
each criterion and sub-criterion to each Consultant;
(f) the final combined scores and the final ranking of
the Consultants;
(g) a statement of the reason(s) why the recipient’s
Proposal was unsuccessful, unless the combined
score in (f) above already reveals the reason;
(h) the expiry date of the Standstill Period; and
(i) Instructions on how to request a debriefing and/or
submit a complaint during the Standstill Period.

32. Notification of
Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1
or any extension thereof, and upon satisfactorily addressing
any complaint that has been filed within the Standstill
Period, the Employer shall, send a notification of award to
the successful Consultant, confirming the Employer’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 Employer shall
simultaneously request the successful Consultant to submit,
within eight (8) Business Days, the Beneficial Ownership
Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification
of award such request, the Employer shall publish the
Contract Award Notice which shall contain, at a minimum,
the following information:
(a) name and address of the Employer;
(b) name and reference number of the contract being awarded, and the selection method used;
(c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
(d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons thereof;
(e) The name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
(f) Successful Consultant’s Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette.

33. Debriefing by the Employer

33.1 On receipt of the Employer’s Notification of Intention to Award referred to in ITC31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Consultants of the extended standstill period.

33.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public
Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

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

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<td>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.</td>
</tr>
<tr>
<td>34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>35. Procurement Related Complaint</th>
</tr>
</thead>
<tbody>
<tr>
<td>35.1 The procedures for making a Procurement-related Complaint are as specified in the Data Sheet.</td>
</tr>
</tbody>
</table>
## 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 Employer:
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:** Quality- and Cost-Based Selection (QCBS) 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 Preparation of Urban Roads Improvement Plan including tunnels, by-passes, and alternate roads for **Shimla and Dharamshala**

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

Date of pre-proposal conference: February 07, 2020

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
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>E-mail:</strong></td>
<td><strong><a href="mailto:pdsrp-hp@nic.in">pdsrp-hp@nic.in</a></strong></td>
</tr>
<tr>
<td><strong>Contact person/conference coordinator:</strong></td>
<td><strong>Er. Tamanna Rani / Executive Engineer (Contract Management)</strong></td>
</tr>
<tr>
<td><strong>2.4</strong></td>
<td><strong>The Employer will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</strong> - Not Applicable</td>
</tr>
<tr>
<td><strong>4.1</strong></td>
<td>- Not Applicable -</td>
</tr>
<tr>
<td><strong>6.3.1</strong></td>
<td><strong>A list of debarred firms and individuals is available at the Bank’s external website:</strong> <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></td>
</tr>
</tbody>
</table>

### 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. |
| **10.1** | **The Proposal shall comprise the following:**  
**For FULL TECHNICAL PROPOSAL (FTP):**  
*1st Inner Envelope with the Technical Proposal:*  
(1) Power of Attorney to sign the Proposal  
(2) TECH-1  
(3) TECH-2  
(4) TECH-3  
(5) TECH-4  
(6) TECH-5  
(7) TECH-6  
(8) TECH-7 Code of Conduct (ESHs) [The Consultant shall submit the Code of Conduct that will apply to the Consultant’s Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHs) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.]
AND

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

(1) FIN-1
(2) FIN-2
(3) FIN-3
(4) FIN-4
(5) Statement of Undertaking (if required under Data Sheet 10.2 below)

10.2 Statement of Undertaking is required
Yes.

11.1 Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible
No

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

13.1 Clarifications may be requested no later than fifteen 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.
Facsimile 0177-2620663 E-mail: pdsrp-hp@nic.in

14.1.1 Shortlisted Consultants may associate with
(a) non-shortlisted consultant(s): Yes.

14.1.2 Estimated input of Key Experts’ time-input: 42 person-months (7 Key Personnel for 6 months).
<table>
<thead>
<tr>
<th>14.1.3</th>
<th>“Not applicable”</th>
</tr>
</thead>
<tbody>
<tr>
<td>for time-based contracts only</td>
<td></td>
</tr>
<tr>
<td>14.1.4 and 27.2</td>
<td>“Not applicable”</td>
</tr>
<tr>
<td>use for Fixed Budget method</td>
<td></td>
</tr>
<tr>
<td>15.2</td>
<td>The format of the Technical Proposal to be submitted is: FTP</td>
</tr>
<tr>
<td></td>
<td>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</td>
</tr>
<tr>
<td>16.1</td>
<td>(1) <em>per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services</em>;</td>
</tr>
<tr>
<td></td>
<td>(2) <em>cost of travel by the most appropriate means of transport and the most direct practicable route</em>;</td>
</tr>
<tr>
<td></td>
<td>(3) <em>cost of office accommodation, including overheads and back-stop support</em>;</td>
</tr>
<tr>
<td></td>
<td>(4) <em>communications costs</em>;</td>
</tr>
<tr>
<td></td>
<td>(5) <em>cost of purchase or rent or freight of any equipment required to be provided by the Consultants</em>;</td>
</tr>
<tr>
<td></td>
<td>(6) <em>cost of reports production (including printing) and delivering to the Employer</em>;</td>
</tr>
<tr>
<td></td>
<td>(7) <em>other allowances where applicable and provisional or fixed sums (if any)</em></td>
</tr>
<tr>
<td></td>
<td>(8) <em>Cost of such further items required for purposes of the Services not covered in the foregoing.</em></td>
</tr>
<tr>
<td>16.2</td>
<td>A price adjustment provision applies to remuneration rates: No</td>
</tr>
</tbody>
</table>
### 16.3 Information on the Consultant’s tax obligations in the Employer’s country can be found from the website of Ministry of Finance, Government of India.

Only **Goods and Service Tax (GST)** should be **shown separately** which including other indirect taxes if any and 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 Employer’s country currency (local currency)**: Yes.

### 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.

#### 17.7 and 17.9 The Proposals must be submitted no later than:

**Date**: March 03,2020.

**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 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 Employer 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:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Position</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader / Architect Planner</td>
<td>[10]</td>
</tr>
<tr>
<td>2</td>
<td>Transport Planner</td>
<td>[10]</td>
</tr>
<tr>
<td>3</td>
<td>Infrastructure Specialist</td>
<td>[10]</td>
</tr>
<tr>
<td>4</td>
<td>Quantity Surveyor</td>
<td>[10]</td>
</tr>
</tbody>
</table>
Section 2. Instructions to Consultants - Data Sheet

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>GIS/CADD Specialist [10]</td>
</tr>
<tr>
<td>6</td>
<td>Environment Specialist [5]</td>
</tr>
<tr>
<td>7</td>
<td>Social Development Specialist [5]</td>
</tr>
</tbody>
</table>

Note: Key personnel proposed for the consultancy services should not be more than 60 years of age. **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%

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

**Total points for criterion (iv):** [5]

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

**Total points for the five criteria:** 100

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

---

Public Opening of Financial Proposals

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>23.4</strong></td>
<td>An online option of the opening of the Financial Proposals is offered: No.</td>
</tr>
<tr>
<td><strong>23.5</strong></td>
<td>Following the completion of the evaluation of the Technical Proposals, the Employer 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. Jitender Dhiman, Chief Engineer-cum-Project Director, State Roads</td>
</tr>
</tbody>
</table>
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 Employer’s website, if available.

The Employer 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 Employer 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 Employer’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 Employer on behalf of the Consultant. |

| 26.1 | The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian National Rupees (INR).

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

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

| 27.1 (QCBS only) | The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

\[ Sf = 100 \times \frac{Fm}{F} \]

in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

- T = 80
- P = 20

Proposals are ranked according to their combined technical (St) and financial...
(Sf) scores using the weights \( T = \text{weight given to the Technical Proposal}; \ P = \text{weight given to the Financial Proposal}; \ T + P = 1 \) as following: \( S = St \times T\% + Sf \times P\% \).

### 3. D. Negotiations and Award

#### 28.1 Expected date and address for contract negotiations:
- **Date**: March 30, 2020
- **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**: April 20, 2020 at: Any of the Shimla/Dharamshala

#### 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. Jitender Dhiman  
**Title/position**: Chief Engineer-cum-Project Director  
**Employer**: 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:

1. the terms of this Request for Proposal;  
2. the Employer’s decision to exclude a Consultant from the procurement process prior to the award of contract; and  
3. the Employer’s decision to award the contract.
Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

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

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.
FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

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

Dear Sirs:

We, the undersigned, offer to provide the consulting services Consulting Services for Preparation of Urban Roads Improvement Plan including tunnels, by-passes, and alternate roads for Shimla and Dharamshala in accordance with your Request for Proposals (RFP) dated 24th January, 2020 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: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

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

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Employer.

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

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the 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/GoHP/GoI 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 Employer’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 Employer.

(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 Employer is not bound to accept any Proposal that the Employer 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 Employer 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 Employer.
<table>
<thead>
<tr>
<th>Duration</th>
<th>Assignment name/&amp; brief description of main deliverables/outputs</th>
<th>Name of Employer &amp; Country of Assignment</th>
<th>Approx. Contract value (in US$ equivalent)/ Amount paid to your firm</th>
<th>Role on the Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>{e.g., Jan.2009–Apr.2010}</td>
<td>{e.g., “Improvement quality of............”;} designed master plan for rationalization of ........; }</td>
<td>{e.g., Ministry of ......, country}</td>
<td>{e.g., US$1 mill/US$0.5 mil}</td>
<td>{e.g., Lead partner in a JV A&amp;B&amp;C}</td>
</tr>
<tr>
<td>{e.g., Jan-May 2008}</td>
<td>{e.g., “Support to sub-national government.....”;} drafted secondary level regulations on...............}</td>
<td>{e.g., municipality of........., country}</td>
<td>{e.g., US$0.2 mil/US$0.2 mil}</td>
<td>{e.g., sole Consultant}</td>
</tr>
</tbody>
</table>
FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{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 Employer. 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 Employer: add the following for supervision of civil works contracts: including the Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

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

c) Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts, 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 Employer: 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); 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 Employer), 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 Employer. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}
## WORK SCHEDULE AND PLANNING FOR DELIVERABLES

<table>
<thead>
<tr>
<th>Nº</th>
<th>Deliverables ¹ (D-)</th>
<th>Months</th>
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<td>5) delivery of final report to Employer</td>
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<tr>
<td>D-2</td>
<td>{e.g., Deliverable #2: ..........}</td>
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</tbody>
</table>

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

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

3 Include a legend, if necessary, to help read the chart.
### FORM TECH-6 (FOR FTP AND STP)

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

<table>
<thead>
<tr>
<th>N°</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>Total time-input (in Months)</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Home</td>
</tr>
<tr>
<td>K-1 {e.g., Mr. Abbbb}</td>
<td></td>
<td>[Home] [Field]</td>
<td>[2 months] [0.5 m]</td>
<td>[1.0] [2.5]</td>
<td>[1.0]</td>
<td>[0]</td>
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</tr>
</tbody>
</table>
For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Employer’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 Employers and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

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

{day/month/year}

<table>
<thead>
<tr>
<th>Name of Expert</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</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>
<th>Date</th>
</tr>
</thead>
</table>
FORM TECH-7 (FOR FULL TECHNICAL PROPOSAL ONLY)

[Note to Client: include this requirement for supervision of civil works contracts.]

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.
Intentionally Left Blank
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 Preparation of Urban Roads Improvement Plan including tunnels, by-passes, and alternate roads for Shimla and Dharamshala in accordance with your Request for Proposal dated January 24, 2020 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>
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</table>

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

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

Yours sincerely,

_________________________________________________________________

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

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Consultant (company’s name or JV’s name):
Capacity: {insert the person’s capacity to sign for the Consultant}
Address: {insert the authorized representative’s address}
Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}
Email: {insert the authorized representative’s email address}

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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</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></td>
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<tr>
<td>{Insert Foreign Currency # 1}</td>
<td>{Insert Foreign Currency # 2, if used}</td>
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</tbody>
</table>

**Cost of the Financial Proposal**

Including:

(1) **Remuneration**

(2) **Reimbursables**

**Total Cost of the Financial Proposal:**
{Should match the amount in Form FIN-1}  

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

(i) {insert type of tax e.g., VAT or sales tax}

(ii) {e.g., income tax on non-resident experts}

(iii) {insert type of tax}

**Total Estimate for Indirect Local Tax:**

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4).
FORM FIN-3 BREAKDOWN OF REMUNERATION

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Position (as in TECH-6)</th>
<th>Person-month Remuneration Rate</th>
<th>Time Input in Person/Month (from TECH-6)</th>
<th>{Currency # 1- as in FIN-2}</th>
<th>{Currency # 2- as in FIN-2}</th>
<th>{Currency# 3- as in FIN-2}</th>
<th>{Local Currency- as in FIN-2}</th>
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<td>Total Costs</td>
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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 Employer 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 Employer 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 Employer 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:                                      Country:
Assignment:                                      Date:

Consultant’s Representations Regarding Costs and Charges

We hereby confirm that:

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

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

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

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

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

[Name of Consultant]

Signature of Authorized Representative                  Date

Name: _____________________________________________

Title: _____________________________________________
### Consultant’s Representations Regarding Costs and Charges

**(Model Form I)**

(Expressed in {insert name of currency*})

<table>
<thead>
<tr>
<th>Personnel</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
<td>Basic Remuneration Rate per Working Month/Day/Year</td>
<td>Social Charges¹</td>
<td>Overhead¹</td>
<td>Subtotal</td>
<td>Profit²</td>
<td>Away from Home Office Allowance</td>
<td>Proposed Fixed Rate per Working Month/Day/Hour</td>
</tr>
<tr>
<td>Home Office</td>
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<td></td>
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<tr>
<td>Employer’s Country</td>
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</tr>
</tbody>
</table>

¹* If more than one currency is used, use additional table(s), one for each currency
² 1. Expressed as percentage of 1
³ 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 Employer. This form shall not be used as a basis for payments under Lump-Sum contracts

<table>
<thead>
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<th>No.</th>
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**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. Employer 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
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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:

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

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

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

d. Pursuant to the Bank’s Anti-Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; 1 (ii) to be a nominated 2 sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect 3 all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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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.
Consultancy Services for preparation of Urban Roads Improvement Plan including tunnels, by-passes, and alternate roads for Shimla and Dharamshala.

1. PROJECT BACKGROUND

The State of Himachal Pradesh, India, intends to engage Consultancy Services for preparation of Urban Roads Improvement Plan including tunnels, by-passes, and alternate roads for Shimla and Dharamshala.

The objective of the plan is to build on the authentic qualities of Himachal Pradesh and to explore opportunities to refresh and enhance the quality of the life of people. Infrastructure within the city areas is nearing the end of its lifespan and it will need to be replaced in the coming years. An Urban Roads Improvement Plan will ensure that the concerned department/agency is prepared for improvements of the urban roads to be implemented in coordination with infrastructure upgrades.

It is proposed to prepare the Urban Roads Improvement Plan for developing the following:

- Development of modern Road Infrastructure facilities in the urban areas of HP to meet future requirements.
- Standard & quality of life of residents can be improved to better standards.
- Development of walkers tract/pathways, foot over bridges, road furniture, solar lighting, junction improvements and road signage/markings etc. along the existing roads along with other related amenities to improve the living conditions in the urban environs.
- Development of park, recreational open spaces by planting the suitable variety of plant for supporting and supplementing the floral & faunal eco systems.
- Concept for urban road/street furniture
- Responsibility should be entrusted to the local community for successful implementation of the programme.
- Encouraging implementation of the Urban Roads Improvement Plan under PPP/other commercial modes of infrastructure development.
- Propagate awareness on the benefit of the program to the local people and their Participation.
2. URBAN ROAD IMPROVEMENT PLAN

The Cities in India face several challenges due to lack of application of urban design concepts to the urban infrastructure process. This has resulted in congestion as well as safety hazards for its citizens. An illustrative example may be the planning of footpaths in the Cities. The footpaths are mostly narrow with utilities like Electrical Posts / other infrastructure preventing free movement of users. Hence, the activities of the ULBs’ in improving urban design have been limited. In this respect, the model city need to support the urban expansion through proper planning of urban areas leading to better comfort for the citizens.

The preparation of urban road improvement plan, thus aims to incorporate urban design concepts and detailing specific projects for the selected specific area in the selected cities/towns of Himachal Pradesh. The area-specific shall incorporate best practices in urban design, mobility and open space management. The plan shall be prepared in line with the environmental and social management framework of World Bank.

3. OBJECTIVES

The objective of the plan is to build on the authentic qualities of the selected cities/towns of HP and to explore opportunities to refresh and enhance the quality of the life of people. Infrastructure within the above cities/town areas is nearing the end of its lifespan and it will need to be replaced in the coming years. An Urban Road Improvement Plan will ensure that the concerned ULBs'/departments are prepared for improvements of the selected cities/towns and to be implemented in coordination with infrastructure upgrades. The main objectives of this programme are as follows:

- To provide better facilities for sustainable modes such as walking, cycling, and public transport.
- To provide a holistic approach to road/street design, incorporating mobility elements—e.g. footpaths, cycle tracks, carriageways, improved junctions, solar lights—as well as additional elements such as trees, bus stops, street furniture and organised vending spaces in an integrated design.
- To ensure that road/street design is based on scientific assessment of needs and behaviour of road/street users, as observed in the surveys as part of this study.
- To ease road congestion through improved intersection design and more efficient use of the existing public right-of-way in lieu of major capacity additions.
- To provide traffic calming measures to ensure pedestrian safety on all streets.
- To ensure that all spaces, including footpaths, refuge islands, and pedestrian crossing, are accessible to differently abled persons as per the Persons with Disabilities Act of 1995. To improve access for persons with disabilities, the designs should employ at-grade crossings rather than foot over bridges and subways.

For effective Implementation of Urban Roads Improvement Plan
Consultant will also conduct pre feasibility studies for the proposal of tunnels at appropriate locations and review the detailed project reports of tunnels prepared under the World Bank funded project (HPSRP-I) and make recommendations for implementation of tunnel projects in smart cities with mode of contracting and economic cost analysis.

4. SCOPE OF WORK

Stage 1:

i) Conduct stakeholders’ meeting, community workshop and field visit to assess the current conditions and proposed development in the selected areas within the above cities/towns for the welfare of the public.

ii) Preparation of 3 (three) different urban design concept plans with different strategies for each of the selected city/town.

iii) Present the profile of the 3 (three) different urban design strategies at stakeholders meeting in the selected cities/towns for getting feedback for selection of an urban design.

Stage 2:

i) Preparation of detailed urban design drawings, cost estimates, packaging and tender document for the selected concept design.

ii) Draft urban road improvement plan, drawings, cost estimates and implementation Strategy shall be presented at a workshop at the office of the Engineer-in-Chief HPPWD.

iii) Feedback received on the Draft report will be addressed and Final report will be submitted to the Engineer-in-Chief HPPWD for approval and further the report will be sent to the Govt. for approval.

5. The unique features of the Urban Road Improvement Plan are:

- A permanent sustainable asset creation withstanding all seasons
- 100% coverage within selected specific area (project area)
- Urban design improvement plan for all roads, open space, parks, amenities etc., separately,
- Designs based on scientific assessment of needs.
- Urban Road Improvement Plan for the project area which includes assessment of current land use pattern, environmental impacts, existing condition of roads, drains and its connectivity, footpath, various utility services, vehicle parking, parks, playground, open spaces, water bodies, etc., and in line with the future development based on population growth, traffic growth, socio economic growth, sustainability, etc.,
- Integrated approach by providing comprehensive plan that includes an intelligent road system and a series of strategies for key elements in the public including providing proper footpath with utilities service zone, storm water drainage, ducting facilities
for infrastructure, underground cabling, signage, sidewalk, lighting, pedestrian crossing, road/street furniture, junction improvement, cycle lane, vehicle parking, bus stops (with proper location), CCTV Camera, tubular or box advertisements public art, public amenities like public playground and washrooms etc.,

- Environmental protection by roadside open space development (road side parks), landscaping & greenery with provision for watering plants and rainwater harvesting.
- Update Geographical Information System (GIS) mapping of the roads and open space related assets created under the project.
- Detailed designs and drawings including shifting of utilities services (for individual roads/lanes, open spaces and others separately), cost estimates, packaging, tender documents for the proposed projects and implementation strategy.

6. Detailed Scope:

All the roads, parks, open space, water bodies, etc., within the project area including small lanes would be included under this assignment. The focus of this assignment is to develop a sustainable urban design improvement plan with an intelligent road system and a series of strategies for key elements of utility services in the public with an International Quality for each road, open space, etc., separately.

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

I. The urban road improvement plan shall include an intelligent road system and a series of strategies for key elements in the public including providing proper footpath with utilities services, storm water drains, sidewalks, ducts for infrastructure, and all other street furniture such as medians, signage, etc. wherever feasible and of International Quality.
   - Improvements of Roads surface and culverts
   - Footpath with utilities service zone
   - Storm water drain and proper connectivity
   - Ducting to be provided for all service infrastructure lines
   - Underground cabling
   - Signage
   - Sidewalk
   - Lighting (Solar/other)
   - Pedestrian crossing
   - Roadside open space development
   - Road/street furniture
   - Junction improvement
• Cycle Lane
• Vehicle Parking
• Improvements to entries/exits of Bus Stops where required (with proper location)
• CCTV Cameras.
• Provision for tubular or box advertisements in potential areas
• Public art, public amenities like public playground and washrooms
• Street landscaping, Green cover along the roads & Greenery with provision of facilities for watering plants and rainwater harvesting.
• Traffic Management Plan.
• Other if any

II. The Consultant shall collect and review all relevant reports, with particular attention to the City Development Plan (CDP), Master Plan, Comprehensive Mobility Plans, Comprehensive Traffic and Transport Studies, City Corporate plans, transport-related Detailed Project Reports, and any plans related to the urban design improvement/Smart City Project. Based on this information, the Consultant shall prepare a brief profile of the planning area including:
  • Location
  • Demographic information of study area
  • Major linkages communicating through the study area
  • Socio-economic data; and
  • Environmental assets, such as natural conservation areas, heritage areas and parks or open spaces.

III. Survey of land use, activities, and transport network
  • The Consultant shall compile information on adjacent areas to inform the design of the road.
  • The Consultant shall carry out a land use survey for every building in the Study Area.
    In cases where the ground floor use is different from that of rest of the floors, the surveyors should make a note. Important activity generators, such as shopping areas, theatres, housing developments, and parks, should be identified. The Consultant also should record the dead spaces with little activity.
  • The Consultant shall map all publicly accessible roads/streets and paths in the Study Area. The Consultant shall also map public transport facilities, including bus stops, bus terminals, and railway stations within the Broad Study Area.
  • All data should be recorded using the GIS platform.
IV. **Topographic Survey** - The Consultant shall conduct total station surveys to inform the preparation of conceptual plans. The topographic surveys must cover the entire Study Area.

V. **Survey of NMT movements** - Surveys shall be carried out to assess non-motorised transport (NMT) user flows in the Study Area. The Consultant shall record the number of pedestrians and cyclists moving along the road on important corridors. The survey shall be from 06:00 to 22:00 on a normal working day. The Consultant should record the pedestrian and cycle movements in the network map. The Consultant also conduct a tracking survey of pedestrian crossing movements at important crossing points or junctions within the Study Area. Before conducting the surveys, the Consultant must seek approval of the survey locations from the Employer.

VI. **Parking survey** - A parking survey must be carried out on all corridors in the Study Area to identify parking patterns and occupancy rates. Parking demand should be established by a manual count, classified by vehicle type. The count should cover the Study Area streets plus streets within a buffer of 300 m-500 m to either side of the Study Area streets. The survey shall be conducted for one hour during morning peak and one hour in the evening peak period in such areas. The survey should cover both on-street parking areas as well as off-street public or semi-public parking.

VII. **Survey of street vending and related activities** - The survey must make note of all the vendors in the Study Area. The survey should note the type of vending and the physical typology of the vending structure (i.e. permanent or temporary structure). The survey should also note whether the vendor is an obstruction to pedestrian and cycle movement. The location and characteristics of each vendor should be recorded using GIS. The survey also should capture social gathering spaces and other activities found in the public ROW in the study area. The location and number of people engaged in the activities should be noted using GIS. This information will inform the placement of road/street furniture and other elements in the final design.

VIII. **Analysis of crash data** - The Consultant shall obtain data on traffic crashes over the past 3 years. The crash location, type, and users involved (i.e. pedestrian, cyclist, two-wheeler, car, bus, etc.,) will be mapped using a GIS platform. This information will enable the Consultant to identify major traffic safety "black spots" and suggest traffic calming, intersection modifications, and other interventions to improve safety for vulnerable street users.

IX. The Consultant shall prepare detailed road designs for all roads in the Study Area. The design must be consistent with relevant plans, including plans for public transport networks, cycling networks, pedestrian networks, and pedestrian zones with particular regards to the Sustainable Cities through Transport strategic plan. The designs shall be prepared following relevant Indian Roads Congress standards, especially IRC 103:2012, Guidelines for Pedestrian Facilities. The Consultant should also refer to street design manuals such as Better Streets, Better Cities: A Guide to Street Design in Urban India by
the Institute for Transportation and Development Policy, the Street Design Guidelines prepared by UTTIPEC, and Tender Sure: Specifications for Urban Roads Execution, written by Bangalore City Connect and the India Urban Space Foundation.

I. Intersection designs should promote pedestrian safety through elements such as pedestrian refuge islands, reduced angles of approach, reduced turning radii, and traffic calming. The design of pedestrian crossings at intersections and in mid-block locations should ensure that pedestrians do not need to cross more than 2 lanes (6 m) at a time. Where extra ROW is available, the Consultant should identify opportunities to improve and/or create plazas, markets, and other public spaces.

II. The Consultant shall submit a plan drawing as well as cross-sections at every 50m. The plans will be submitted in hard copy and electronic format. It must include at least three 3D renderings and photomontages of the design proposal.

III. The project also looks at providing proper drains and connectivity for all roads, road-side parks, kiosks, etc., wherever possible. Also the work involves reviewing the proposed/available designs related to the SWDs in the study area and to redesign the drains suitable for urban design improvement plan.

IV. The project also aims at improving parking lots wherever possible.

V. Provide appropriate infrastructure for Bus Route Roads, Arterial roads and market areas.

VI. Project envisages that all other infrastructure to be taken under duct which would include water pipes, cables for electricity, telephones, cable networks, etc. shall be comprehensively addressed in the project. The consultants shall discuss with all line departments and private agencies in this regard. This work upon implementation will lead to trenchless technology in and around roads and save under 'Road restoration charges' for the service providers. It will result in no digging the pavement nor damaging the service lines.

VII. Provide Cement Concrete (CC) roads or white topping in narrow lanes where SWD cannot be provided;

VIII. The consultant shall identify the following and thus develop a database for each of the roads. The following needs consideration:
   a) Roads that can be widened without L.A and the width to be determined and taken up for implementation.
   b) Other urban transportation infrastructures like grade separators, ROBs, RUBs, foot over bridges etc. have to be identified based on stakeholder's consultations and field reconnaissance and proposed for later phase.
   c) If the roads can qualify as an arterial road in the near future, infrastructure may be provided as required.

IX. Design shall be based on latest technological developments and procurement packages should be of sufficient scale to apply modern construction technologies.
X. Design and estimation of underground utilities including OFC cables, etc. as well as above ground obstructions such as HT lines, transformer, hoardings etc, which will affect the project works.

XI. Prepare utility shifting plans for each road.

XII. Suggest modern plant, equipment/machinery for ULBs'/departments to procure so as to minimize use of human resource such as road laying (milling and recycling asphalt machine), cable laying (exclusive duct / trench corridors for service lines to be laid and attending to faults), drain cleaning (desilting sewage and SWD), cable tracers and trench less technology provisions.

XIII. Conduct necessary field surveys/field investigations, etc., for the study area as required XIV. Prepare detailed designs, contract packages, implementation plans, including EA and EMP, costing and bid documents.

XV. Quality assurance plan, road safety plan including safe access to households where the improvement work is taken up.

XVI. In areas served with water supply/sewerage/cable system, provisions in the estimate for disconnection and reconnect of household connections and in areas not served with any scheme, provisions for providing house service connections to the houses adjoining to the Footpath/ projects, which can be later connected to proposed scheme.

XVII. Environmental Management Plan along with manpower requirement for their Implementation and cost thereof;

XVIII. Investment planning - alternatives for investment- phasing of Construction of various items relating to time frame and funds available;

XIX. Procurement plan and implementation time schedules;

XX. Resource allocation - Cash flow- human resource, machinery and equipment - materials. XXI. Prepare social and environmental impact assessment report and the outcome of consultation should be brought into the Final Report.

XXII. BoQ to be detailed and comprehensive to cover all aspects, including safety, worker facilities, EMP, etc. as part of DPR / Bid document preparation. In addition, a sample BOQ from a similar, international (any developed / advanced country) civil work / project to be attached as part of the report and differences highlighted for consideration of Employer / ULB;

XXIII. BoQ / Estimate Provisions / Bid Docs: Critical costs that need to be included in cost estimates, among others, are: (i) Shifting of utilities; (ii) safe disposal of muck from the SWD during construction, (iii) disconnection of house service connections and reconnect (iv) working in unsafe and unhygienic areas- narrow areas-highly populated and high traffic areas and high rock and high water table; (v) market rates for the material of construction not available in the schedule of rates (vi) Provision for Finance charges, insurance charges, labour cess, third party inspection charges, employer's office, transport, etc.; (vii) statutory taxes and duties; (viii) provisions for safety planning including safety of households and access to households where works are taken up, Environmental
Management Plan; (ix) appropriate costs shall be provided in the estimate to cover the additional cost towards vehicles, staff, laboratory equipment and tests etc. for the employer; (x) Price contingencies linked to implementation time frame and expected escalation; and (xi) Detailed BOQ, technical specifications, designs and drawings for all project components.

XXIV. Environmental and Social Impact Assessments: The Consultant shall prepare Environmental and Social Impact Assessment studies as per the World Bank Environmental Social Management Framework (ESMF). The initial environmental and social screening report along with environmental and social categorization shall be at the interim report stage. Secondly based on the Environmental and Social Categorization prepare necessary mitigation plans complying with the ESMF categorization requirements. The consultant shall also provide the details of the sites required and availability of RoW, etc. The outcome of the stakeholder consultations and proceedings of the consultation to be included in the Environmental and Social Impact Assessment Reports. As per the World Bank ESMF, consultations shall be conducted at Screening stage and after Draft Final Stage.

XXV. A GIS mapping of the entire road and open space related asset created has to be developed.

XXVI. Prepare an implementation strategy for the project.

XXVII. Capacity building for all stakeholders by introducing/supplying manuals and road shows for creation and upkeep of the asset created.

The Consultant responsibility would include:

a) Data

The details given in the technical conditions and specifications taken in conjunction with the study are only a reasonable preliminary basis. The nature of the overall contract is such that after the proposal, the consultant shall be wholly responsible for all the details of the proposal, the physical and conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the sources of the data and also the basis of assumptions, if any. The consultant shall be responsible for accuracy/reliability of all the data or designs and drawings given by them.

b) Design and Estimates

Consultant is only responsible for data, design, estimates and other details. The Employer shall not be responsible (except as to risks specifically accepted under the conditions of contract) for the validity of the project details, designs and estimates.
7. OUTPUT EXPECTED

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

i) Work includes detailed feasibility study for up-gradation and new construction of roads, footpaths, sidewalks, culverts, etc., with flexible pavement/ flexible overlay/rigid pavement on the existing pavement/replacement of pavement/structures where required, construction of C.D works

ii) Measures to enhance all road capacity / service levels:
    - Road surface.
    - Footpath with utilities service zone
    - Geometric correction of the critical curves
    - Rehabilitation / Reconstruction of existing culverts
    - Edge of carriageway to be kept free from any development
    - Provision of reflective road studs along the entire stretch for illuminated guiding
    - Provision of traffic guide posts and delineators at regular intervals, crash barriers and cheron signs along the curves
    - Storm water drain and its connectivity
    - In built up areas and junctions, a network of sub-surface drains with interception chambers need to be proposed to intercept the surface flow. The system design also should suit the individual sections / locations.

iii) Study and outputs will focus on options for rehabilitation of the existing pavement and for the new pavement construction.

iv) The services provided by consultant would broadly include preparation of urban design concept plans and design improvement plan, preparation of detailed designs and drawings, cost estimates, tender documents, implementation strategy, utility shifting plans and liaison with Employer including obtaining approvals.

v) Project facilities and associated components (road safety, arboriculture, landscaping and open space development etc.) are:
    - Road and structural inventory and condition surveys
    - Pavement roughness and deflection surveys and soil and sub grade investigations
    - Preparation of specifications and supervision of topographical surveys
    - Boreholes for structures and supervision of non-destructive testing to assess strength of structures.
    - Geometric, pavement and structural design for detailed engineering design (comprehensive and cost effective detailed engineering design required for works to be completed and delivery of ready-to-implement "Good for
construction (GFC) drawings for all road and pavement elements, culverts / CD structures)

- Alternative pavement technology options
- Detailed drawing of junctions.
- Landscaping, architecture and connected proposals and drawings
- Lighting
- Safety plan

vi) Estimation of underground utilities including OFC cables, etc. as well as above ground obstructions such as HT lines, hoardings etc, which will affect the project works.

vii) Environment and Social Assessments: The outputs shall include Environment and Social Assessment Reports and Mitigation Plans as per the World Bank ESMF.

viii) Technical support to ULBs for performing Consultation with stakeholders and disseminating the project profile and advantages to the general public/other stakeholders.

ix) Capacity building for all stakeholders by introducing manuals and road shows for creation and upkeep of the asset created.

8. DURATION OF THE STUDY

The duration of the assignment will be 6 months from the date of issue of work order.

9. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

The Employer shall make available all relevant reports and other documents pertaining to the said assignment, as required, subject to availability.

10. LIST OF KEY PROFESSIONAL POSITIONS

The following key experts with the prescribed qualification and experience for carrying out this Consultancy service are required. Necessary support staffs/experts shall be brought in by the consultants, as required in order to achieve the objectives of the assignment within the stipulated time-lines. For all positions, experience in government departments/agencies in Himachal Pradesh will be an added advantage.
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<th>S. No.</th>
<th>Key personnel</th>
<th>Qualification / Experience</th>
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<tr>
<td></td>
<td>Team Leader / Architect Planner</td>
<td><strong>Post</strong> Graduate in Civil Engineering having at least 10 years' experience in Urban Design Engineering Plan related projects.</td>
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<td></td>
<td>Transport Planner</td>
<td>Masters in Transport / Urban Planning having at least 7 years' experience in Highway Design Engineering related projects.</td>
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<tr>
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<td>Infrastructure Specialist</td>
<td>Masters Degree in Environmental/Public Health Engineering/Structural Engineering having at least 10 years' experience in Infrastructure Design Engineering related projects.</td>
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<td>Quantity Surveyor</td>
<td>Graduate in civil engineering with having at least 10 years' experience in Infrastructure Development related projects as <code>Quantity Surveyor</code>.</td>
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<tr>
<td></td>
<td>GIS/CADD Specialist</td>
<td>Graduate in civil engineering and hands-on experience of about 5 years in developing GIS/ CADD applications.</td>
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<td></td>
<td>Environment Specialist</td>
<td>B.E. Civil and ME/M.Tech Environmental Engineering with 5 years related experience.</td>
</tr>
<tr>
<td></td>
<td>Social Development Specialist</td>
<td>MSW/MA Sociology with 5 years infrastructure project experience.</td>
</tr>
</tbody>
</table>

1. The above team should be supported by other persons especially by architects, structural, surveyors, other experts/specialists, etc., as required to ensure that the objectives of the assignment are achieved within the stipulated timelines.

2. Copy of the degree certificate/educational qualifications has to be enclosed with the C.V.
3. The proposed team leader shall be assigned full-time for this project and shall not be associated with any other full-time ongoing assignment with any other Employer.

11. TERMINATION

In event of unsatisfactory working of the agency, the Employer shall be free to cancel the agreement.

12. DELIVERABLES

a. Inception Report (5 hard copies and soft copy)

b. Interim Report (Concept Plan for Urban Design Improvement) Plan (5 hard copies and soft copy)

c. Draft Final Report (5 hard copies and soft copy)

d. Final Report (5 hard copies and soft copy)

Schedule of deliverables:

<table>
<thead>
<tr>
<th>Reports</th>
<th>Desired outputs</th>
<th>Output schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception Report</td>
<td>Existing status of identified area, road features, and other facilities available etc. and proposed methodology.</td>
<td>30 days from the date of LOI</td>
</tr>
<tr>
<td>Interim Report</td>
<td>3 different concept (Urban design improvement) plan</td>
<td>60 days from the date of LOI</td>
</tr>
<tr>
<td>Draft Final Report</td>
<td>Draft designs and drawings for the identified area covering Road alignment, utilities design, landscaping, pedestrian facilities, junction improvement, utilities shifting plan, cost estimates packaging, draft bid documents and implementation strategy.</td>
<td>120 days from the date of LOI</td>
</tr>
<tr>
<td>Final report</td>
<td>Final designs and drawings for the identified area covering road alignment, utilities design, landscaping, pedestrian facilities, junction improvement, utilities shifting plan, cost estimates packaging, draft bid documents and implementation strategy.</td>
<td>170 days from the date of LOI</td>
</tr>
</tbody>
</table>
13. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANT'S WORK

The Review Committee headed by the Pr. Secy (PW) to the GoHP and consisting of the following officials will review the deliverables/reports in each stage.

a) Pr. Secy (PW) to the Govt. of HP  
b) Engineer-in-Chief, HPPWD  
c) Engineer-in-Chief (Projects), HPPWD  
d) Chief Engineer-cum-Project Director, HPRIDC  
e) Chief Engineer (NH), HPPWD  
f) Director Urban Development, HP  
g) Director Town & Country Planning, HP  
h) Superintending Engineer, HPRIDC  
i) Executive Engineer, HPRIDC  

14. TERMS OF PAYMENT

The consultancy cost will be paid to the consulting firm based on the recommendations of the review committee as follows:

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Submission of Inception Report</td>
<td>20%</td>
</tr>
<tr>
<td>On Submission of Interim report</td>
<td>20%</td>
</tr>
<tr>
<td>On Submission of Draft Final Report</td>
<td>25%</td>
</tr>
<tr>
<td>On Submission of Final Report</td>
<td>35%</td>
</tr>
</tbody>
</table>
15. **Project Team and Project Office of the Consultant**

7.1) The Consultants shall be required to form a multi-disciplinary team for this assignment. The consultants Team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments.

7.2) All the key personnel mentioned will be evaluated at the time of evaluation of technical proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed.

7.3) The Consultant shall establish and maintain an office within 5 km of the
   a) Engineer-in-Chief, HPPWD office at Shimla.
   b) Chief Engineer (North) office at Dharamshala

7.4) The Consultants shall establish at least 2 offices (one each at Shimla & Dharamshala) at the Project Site manned by senior key personnel during the course of the surveys and investigations. All the project related office work shall be carried out by the consultant in their site office unless there are special reasons for carrying out part of the office work elsewhere for which prior approval of Employer shall be obtained. The address of site office including the personnel manning it including their Telephone and FAX numbers will be intimated by the Consultant to Employer before commencement of the services.

7.5) All necessary technical support staff and office support staff shall be provided by the consultant. They should however bring out the details of these personnel and their duration of deployment in the technical proposal.

7.6) The consultant shall mobilize all necessary survey equipment, computers, software, and all other equipment required to fulfill the job.

7.7) The consultant shall include all necessary vehicles motorcycles etc in his proposal which may be required to carry out the job.

8. **Interaction with Employer:**

8.1) During entire period of services, the Consultant shall interact continuously with Employer and provide any clarification as regards methods being followed and carry out modification as suggested by Employer. A program of various activities shall be provided to Employer and prior intimation shall be given to Employer regarding start of key activities such as boring, survey, testing etc. so that inspections of Employer officials could be arranged in time.

8.2) The Employer officers and other Government officers may visit the site at any time, individually or collectively to acquaint themselves with the field investigation and survey works.

8.3) The consultant shall be required to send 10 copies of concise monthly Progress Report by the 5th day of the following month so that progress could be monitored by the Employer. These reports will indicate the dates of induction and de-induction of various key personnel and the activities performed by them. Frequent meetings with the consultant at site office or in Employer Head office are foreseen during the
currency of project preparation.

8.4) All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property.

8.5) The consultant is also required to support the Employer in disclosure of the safeguard instruments on Employer’s website, including Executive Summary (translated into Hindi) and also organize other stakeholder consultations for disclosure workshop as required.

10. Data and Software

10.1) The DVDs containing all basic as well as the processed data from all field studies and investigations, report, appendices, annexure, documents and drawings shall be submitted to the Employer at the time of the submission of the Final Report.

10.2) The Consultant shall also hand-over to Employer soft copies containing any general software including the financial model which has been specifically developed for the project.

10.3) The DVDs should be properly indexed and a catalogue giving contents of all documents and print-outs of the contents should be handed over to Employer at the time of submission of the Final Report.

11. Data, Facilities and Resources to Be Provided by the Employer

The following data shall be provided by the Employer on request.

-Not Applicable-

12. Responsibility for Accuracy of Project Reports

The consultants shall be responsible for accuracy of all the data used in project preparation and estimates prepared by him as part of the project. He shall indemnify the Employer 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 1 year from the date of submission of the final DPRs of upgraded roads and bridges(i. e. at 15th month from commencement of services). The final installment of 10% of the fees shall be released only on receipt of this bank guarantee.

13 Completion of Services

The time for overall completion of the tasks is 6 months. The tentative time-lines for individual activities have been given above in the Reporting Requirements. The consultant shall however furnish the timeline for completion of various tasks for approval from the Employer at inception stage and the final timelines will be decided thereof. Refer to para 9 of this section for detailed timelines.

All the study outputs, including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables.
The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant.

**Note:** Approximate length of road network for each Smart city existing within the Municipal Limits of the city / town may be considered as 500 km.
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Appendix 5 for TOR

Staff Qualification and Experience of Key and sub-key personnel

1. The key and sub-key staff positions whose qualifications and experience will be evaluated in accordance with the criteria and weight, age set down in the data sheet are as follows. Please note that sub-key staff positions sub-key positions will not be used for scoring. However, positions must be also proposed in line with the requirements mentioned below, unless mentioned otherwise.

2. Note:- The age of Key personnels proposed for consultancy services should not be more than 60 years.

Qualification and experience requirements of Key professional staff

Team Leader –cum- Architect Planner

- Post Graduate in Civil Engineering having at least 10 years' experience in Urban Design Engineering Plan related projects.

- Experts should have 10 years of experience, including about 7 years of relevant experience Urban Design Engineering Plan related projects and 5 years of experience on similar projects in developing countries, particularly in Asia.

- Experience in projects funded by World Bank/ADB or any other external aid agency in DPR preparation for Urban Design Engineering Plan related projects. Experience in Hilly Terrain shall be preferred.

- The incumbent must have about 5 years of experience as Team Leader in developing countries, on similar assignments and work experience of 5 years in projects funded by WB / ADB or similar multilateral agencies.

- Thorough experience on design, procurement and management Urban Design Engineering Plan related projects is essential especially on projects funded by World Bank/ADB etc. Knowledge of international “best practices” and modern highway construction technology is important.

- The candidate must have proven record as Team Leader for preparation of DPR of a large project or as project manager for several projects concurrently.

Transport Planner –

- The person should be a Civil Engineer or Economist, with post graduate qualification in Transportation or Urban Planning
• Experts should have minimum 7 years of professional experience of which 5 years of experience must be in Transport Planning of Highway Design Engineering Projects.
• The person should have worked as Planner in Highway projects involving 2/4/6 laning.
• The Personnel should be involved in preparation of Economic/Financial Models for Highway projects.
• The person should desirably have experience of working as Specialist for major road project(s) and relevant experience gained from working in more than one country.

Infrastructure Specialist :-

• The candidate should have Masters Degree in Environmental/ Public Health Engineering/Structural Engineering
• Should have more than 10 years of experience with at least 5 years’ experience working as a Infrastructure specialist in India.
Should have atleast 5 years' experience in Infrastructure Design Engineering related projects
• A minimum experience in successful achievement of financial closure of at least one highway project (preferably with tunnel) during the past five years is essential.

• Experience in providing financial advise projects across diverse sectors along with significant focus in highway will be preferred.

• Experience in WB / ADB assignments in relation to highways will be preferred.
• Experience in Hilly Area will be preferred

Quantity Surveyor: - The candidate should have degree in Civil engineering
• Experts should have about 10 years of experience with at least 5 years of experience in Infrastructure Development related projects as ’Quantity Surveyor.
• The person should have about 5 years’ experience Infrastructure Development related projects funded by WB / or similar multilateral agencies.
• In-depth knowledge and experience on preparation of civil works estimates, bid documents and analysis of rates are essential.

GIS/CADD Specialist:-
The candidate should be Graduate in civil engineering.
The candidate should have hands-on experience of about 5 years in developing GIS/ CADD applications.
• The candidate should preferably be a GIS/CADD Specialist or systems specialist with minimum 10 years experience of which at least 5years in Infrastructure Development related projects .
• The person should have the capability to handle the proposed software independently and have the experience of carrying out all computer-aided design and drawing works for Infrastructure Development related projects.
• The incumbent should be able to train a group of engineers and operators in successful use of the CADD system.

**Environmental Management Specialist:** - The candidate should have Degree in Civil Engineering. Masters degree or equivalent in environmental Engineering.
• Experts should have about 5 years of experience of which about 3 years on environmental impact assessment of development projects and conversant with WB / ADB requirements under safeguard Policy Statement.
• The candidate should have experience of conducting environmental impact assessment for roads located in hilly area and should be conversant in preparing management/mitigation measures for at least three projects of similar type and scale.
• Related experience of about 3 years in developing countries is essential.
• The candidate must have full knowledge of the international financial institutions’ guidelines, procedures and operational policies/directives.
• Experience of working as environmental specialist in at least two international financial institutions funded projects is required.
• The candidate must have the experience of preparing environmental management plans and supervising and monitoring implementation of the plans. The candidate should have organized participatory consultation workshops.

**Social Development Specialist:** - The candidate should have Masters in MSW/MA Sociology
• Experts should have 5 years of experience out of which about 3 years’ experience of working as social/resettlement expert for major civil engineering projects.
• The person should desirably have experience of working as social expert for major road project(s) in similar environmental condition.
• Related working experience of about 3 years covering more than one developing country is required and conversant with WB / ADB projects.
• The candidate must have full knowledge of international financial institutions’ relevant policies and guidelines and operational directives, and must have worked as social/resettlement expert on at least three internationally funded projects.
• Experience in supervising and monitoring the implementation of the resettlement action plans is preferred.
• Familiarity with local language and past experience as social/resettlement expert in development projects in India will be advantageous.
PART II

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

STANDARD FORM OF CONTRACT

Consultant’s Services
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1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Employer 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

Assignment Title: Consultancy Services for Preparation of Urban Roads Improvement Plan including tunnels, by-passes, and alternate roads for Shimla and Dharamshala.

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 “Employer”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

WHEREAS

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

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

(c) The Government of Himachal Pradesh has entrusted implementation of improvement of road infrastructure under Shimla Smart city mission to HPRIDC as executing agency. The HPRIDC has successfully implemented World Bank funded Himachal Pradesh State Roads Project Phase-I which was completed and closed in June, 2017. In order to provide road infrastructure of international standards as envisaged under the Smart City Mission of Government of India the Lead Implementing agency HPRIDC with Chief Engineer-cum Project Director as head of the PIU, intends to implement this project as per the World Bank Procurement Regulations-2016 and compliance of Environment and Social Management Framework -2016. The Design Consultant is expected to carry feasibility and detailed engineering designs as per the latest international/national standards, best engineering practices fully compliant with the ESMF of the World Bank.
The objective of the plan is to build on the authentic qualities of road infrastructure in Himachal Pradesh and to explore opportunities to refresh and enhance the quality of the life of people. Infrastructure within the city areas is nearing the end of its lifespan and it will need to be replaced in the coming years. An Urban Roads Improvement Plan will ensure that the concerned department/agency is prepared for improvements of the urban roads to be implemented in coordination with infrastructure upgrades.

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

   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 Employer 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 Employer 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 Employer]

[Authorized Representative of the Employer – name, title and signature]
For and on behalf of [Name of Consultant or Name of a Joint Venture]

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]
II. General Conditions of Contract

A. General Provisions

1. Definitions 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’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). The project is funded by GoI under the Smart City Mission and not by the World Bank and the Employer intends to implement the same under the World Bank Procurement Regulations, so the relevant SBD of World Bank has been adopted as it is to ensure its implementation as per the best global engineering practices. As such in all references as World Bank or Bank may please be read as GoHP/Employer.

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

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

(e) “Contract” means the legally binding written agreement signed between the Employer and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

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

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

(h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(i) “Foreign Currency” means any currency other than the currency of the Employer’s country.
(j) “GCC” means these General Conditions of Contract.

(k) “GoHP/Government” means the Government of the Himachal Pradesh.

(l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract.

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

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

(o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

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

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

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

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

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

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer 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.

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 Employer 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 Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

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 Employer 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 and Fees  
10.2 The Employers/Employer 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.
### 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 Employer’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.

#### 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 Employer, 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 Employer, 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 Employer 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 Employer

19.1.1. The Employer 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 Employer shall give at least thirty (30) calendar days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 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 Employer, 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 Employer determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Employer 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 Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

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

(d) If the Employer 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 Employer 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 Employer, 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 Employer 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 Employer, and shall at all times support and safeguard the Employer’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 Employer. Notwithstanding such approval, the Consultant shall retain full responsibility for the
b. Law Applicable to Services

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

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Employer’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 Employer’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Employer 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 Employer’s 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 Employer 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 Employer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer.
b. **Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-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 Employer, 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 Employer, 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 Employer, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Employer’s request, shall provide evidence to the Employer 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**

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
Auditing
detail as will clearly identify relevant time changes and costs.

25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant’s and its Subcontractors’ and sub-consultants’ attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).

26. Reporting Obligations

26.1 The Consultant shall submit to the Employer 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 Employer 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 Employer in the course of the Services shall be confidential and become and remain the absolute property of the Employer. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, 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 Employer.

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

28.2 Any equipment or materials brought by the Consultant or its Experts into the Employer’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

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>29. Description of Key Experts</td>
<td>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.</td>
</tr>
<tr>
<td>30. Replacement of Key Experts</td>
<td>30.1 Except as the Employer 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.</td>
</tr>
<tr>
<td>31. Removal of Experts or Sub-consultants</td>
<td>31.1 If the Employer 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 Employer determines that a Consultant’s Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Employer’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 Employer to be incompetent or incapable in discharging assigned duties, the Employer, 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 Employer.</td>
</tr>
</tbody>
</table>
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 EMPLOYER

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Employer 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 Employer’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 Employer’s country according to the applicable law in the Employer’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 Employer’s country, of bringing into the Employer’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

33.1 The Employer warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which
Site access is required for the performance of the Services. The Employer 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 Employer’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 Employer

35.1 The Employer 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 Employer shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Employer with the Consultant’s advice, if specified in Appendix A.

36.2 Professional and support counterpart personnel, excluding Employer’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 Employer 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 Employer 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 Employer 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 Employer 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 Employer shall have approved in writing. The advance payments will be set off by the Employer 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 Employer shall pay the Consultant within sixty (60) days after the receipt by the Employer of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Employer does not approve the submitted deliverable(s) as satisfactory in which case the Employer 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 Employer. The Services shall then be deemed completed and finally accepted by the Employer. The last lump-sum installment shall be deemed approved for payment by the Employer within ninety (90) calendar days after receipt of the final report by the Employer unless the Employer, 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 Employer had delayed payments beyond fifteen (15) 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 Employer, 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 contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:
   i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

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

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

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

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

d. Pursuant to the Bank’s Anti-Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), 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><strong>The addresses are</strong> [fill in at negotiations with the selected firm]:</td>
</tr>
<tr>
<td></td>
<td>Employer: 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>14.</td>
<td><em>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.</em></td>
</tr>
<tr>
<td></td>
<td><strong>The Lead Member on behalf of the JV is ____________ [insert name of the member]</strong></td>
</tr>
<tr>
<td>9.1</td>
<td>The Authorized Representatives are:</td>
</tr>
<tr>
<td></td>
<td>For the Employer: Er. Jitender Dhiman</td>
</tr>
</tbody>
</table>
11.1 The effectiveness conditions are the following:

The Contract shall come into effect after receipt of advance payment Bank Guarantee from the consultant.

12.1 Termination of Contract for Failure to Become Effective:

The time period shall be One Month.

13.1 Commencement of Services:

The number of days shall be Thirty.

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

14.1 Expiration of Contract:

The time period shall be 6 months or such other period as the parties may agree in writing.

21 b. The Employer 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 Employer can be subject to the Contract’s negotiations:

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

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

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

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

### 24.1

The insurance coverage against the risks shall be as follows:

(a) **Professional liability insurance**, with a minimum coverage of twice the *amount of the Contract*;

(b) **Third Party motor vehicle liability insurance** in respect of motor vehicles operated in the Employer’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per Motor Vehicle Act 1988 and its subsequent amendments from time to time.

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

(d) employer’s liability and workers’ compensation insurance in
5. (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 Employer.

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 Employer [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 Employer warrants that
“the Employer 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 Employer’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 Employer’s country), in connection with the carrying out of the Services;

(b) any equipment, materials and supplies brought into the Employer’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 Employer and which is treated as property of the Employer;

(d) any property brought into the Employer’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Employer’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 Employer’s country, provided that:

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

(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Employer’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 Employer’s country, or (b) shall reimburse them to the Employer if they were paid by the Employer at the time the property in question was brought into the Employer’s country.

41.2 The payment schedule:
### Table

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Payment Terms</th>
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<tbody>
<tr>
<td>On Submission of Inception Report</td>
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<tr>
<td>On Submission of Interim report</td>
<td>20%</td>
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<tr>
<td>On Submission of Draft Final Report</td>
<td>25%</td>
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<tr>
<td>On Submission of Final Report</td>
<td>35%</td>
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</tbody>
</table>

**Note:** All payments above shall be paid after approval by Review Committee.

### 41.2.1

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

1. An advance payment of 3% in foreign currency and of 7% in local currency (in case of JV of foreign company with Indian company) or 10% in case of local company shall be made within 14 days after the receipt of an advance bank payment guarantee, by the Employer. The advance payment will be set off by the Employer in equal installments against the first 5 invoices submitted by Consultant payment against provided services (after release of advance payment) until the advance payment has been fully set off.

2. The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment. The Bank guarantee shall be from a Nationalised/Scheduled Bank in India.

3. The bank guarantee will be released when the advance payment has been fully set off.

### 41.2.4

**The accounts are:**

- for foreign currency: [insert account].
- for local currency: [insert account].

### 42.1

**The interest rate is:** 1% of the IPC amount per month.
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, the Principal Secretary (PW) to the GoHP 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 Employer 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 the Principal Secretary (PW) to the GoHP.

   (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 Principal Secretary (PW) to the GoHP 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 [If the Consultant consists of more than one entity,
add: or of the home country of any of their members or Parties/or of the Government’s country. For the purposes of this
Clause, “home country” means any of:

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

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

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

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

16. 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 Employer 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; Employer’s input, including counterpart personnel assigned by the Employer to work on the Consultant’s team; specific tasks or actions that require prior approval by the Employer.

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

APPENDIX B - KEY EXPERTS

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

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Employer prior to the Contract’s negotiations.”
Should these representations be found by the Employer (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Employer 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 Employer before any such modification, (i) the Employer 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 Employer to the Consultants, the Consultants shall reimburse to the Employer any excess payment within thirty (30) days of receipt of a written claim of the Employer. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with Clause GCC 41.2.3 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>4</th>
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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 Employer]

Date: ______________ [insert date] ___

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

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

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the
Beneficiary any sum or sums not exceeding in total an amount of _____________ [amount in figures] () [amount in words]¹ upon receipt by us of the Beneficiary 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].

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 Employer which shall be presented to us. This guarantee shall

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 Employer.
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.}

---

2 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Employer 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 Employer 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 Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”
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

Employer: [insert the name of the Employer]  
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 nameof successful Consultant]  
Address: [insert addresof the successful Consultant]  
Contract price: [insert contract priceof 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.]

<table>
<thead>
<tr>
<th>Name of Consultant</th>
<th>Submitted Proposal</th>
<th>[use for FTP] Overall technical scores</th>
<th>[use for STP] Overall technical scores</th>
<th>Financial Proposal price (if applicable)</th>
<th>Evaluated Financial Proposal price (if applicable)</th>
<th>Combined score and ranking (if applicable)</th>
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<td>[yes/no]</td>
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<td>Combined Score: [combined score] Ranking: [ranking]</td>
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### Section 9. Notification of Intention to Award and Beneficial Ownership Forms

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<th>Submitted Proposal</th>
<th>Overall technical scores</th>
<th>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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**Sub-criterion b:**
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2: [insert score]
3: [insert score]

**Sub-criterion c:**
1: [insert score]
2: [insert score]
3: [insert score]

**Criterion (iv):** [insert score]

**Criterion (v):** [insert score]

**Total score:** [insert score]

<table>
<thead>
<tr>
<th>[use for STP] Overall technical scores</th>
<th>[Proposal price]</th>
<th>[evaluated price]</th>
<th>Combined Score: [combined score]</th>
<th><strong>Rating:</strong> [ranking]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub-criterion c: [insert score]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total score:</strong> [insert score]</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Name of Consultant</td>
<td>Submitted Proposal</td>
<td>[use for FTP] Overall technical scores</td>
<td>[use for STP] Overall technical scores</td>
<td>Financial Proposal price (if applicable)</td>
</tr>
<tr>
<td>------------------</td>
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<td>----------------------------------------</td>
<td>------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>insert name</td>
<td>…</td>
<td>[insert score]</td>
<td>[insert score]</td>
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<td>…</td>
<td>…</td>
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</tbody>
</table>

Criterion (iv): [insert score]
Criterion (v): [insert score]
Total score: [insert score]
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 Employer]
   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 Employer]

**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 Employer]:


Signature: __________________________________________
Name: ____________________________________________
Title/position: ______________________________________
Telephone: _________________________________________
Email: ____________________________________________
Beneficial Ownership Disclosure Form

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

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

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

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

Request for Proposal reference No.: [insert identification no]
Name of the Assignment: [insert name of the assignment]

To: [insert complete name of Employer]

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), 17. 18. 19.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section 9. Notification of Intention to Award and Beneficial Ownership Forms

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<table>
<thead>
<tr>
<th>nationality, country of residence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
</tr>
</tbody>
</table>

OR

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

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

OR

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

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

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

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

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

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

Date signed [insert date of signing] 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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