

SELECTION OF CONSULTANTS

Request for Proposals Consulting Services

Procurement of:

Consultancy Services for preparation of Detailed Feasibility Report and Detailed Project Report for construction of Road Over Bridge(ROB)including both sides approach roads at Majiath, Ward No. 07, Shimla

Client: *Director, (Projects), Himachal Pradesh State Road and Infrastructure Development Corporation Limited, Nirman Bhawan, Nigam Vihar, Shimla-171002*

Country: *India*

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Request for Proposal Letter

Consulting Services

Name of assignment: "Consultancy Services for preparation of Detailed Feasibility Report and Detailed Project Report for construction of Road Over Bridge (ROB) including both sides approach roads at Majitha, Ward No. 07, Shimla"

Country India

Date: June 19, 2020

PART I

Section 1. Request for Proposal Letter

The Government of Himachal Pradesh, in order to address the issues direct and safe road connectivity due to the physical barrier created by the Kalka-Shimla Railway line between the residential areas and the main road network in Majitha Ward No. 07 of Shimla Municipal Corporation has provided funding for construction of a Road Over Bridge (ROB) will provide a permanent, safe and direct connectivity solution, enabling uninterrupted emergency vehicle access and improving the overall quality of life of the local population.

The objective of the Consultant for assignment is preparation of Detailed Feasibility Report and Detailed Project Report for construction of Road Over Bridge (ROB) including both sides approach roads at Majitha, Ward No. 07, Shimla.

The Government of Himachal Pradesh, herein after called "Employer", has prepared a proposal through Himachal Pradesh Road and Infrastructure Development Corporation Ltd. (HPRIDC) hereinafter called "Client", for "preparation of Detailed Feasibility Report and Detailed Project Report for construction of Road Over Bridge (ROB) including both sides approach roads at Majitha, Ward No. 07, Shimla". The state government further decided to appoint a JRF Consultant for preparation of Detailed Feasibility Report and Detailed Project Report of the project. In view of this, it is intended to invite proposals for the JRF Consultant services from eligible consultants.

The Client now invites proposals to provide the following consulting services (hereinafter called "services"): "Consultancy Services for preparation of Detailed Feasibility Report and Detailed Project Report for construction of Road Over Bridge (ROB) including both sides approach roads at Majitha, Ward No. 07, Shimla". More details on the services are provided in the Terms of Reference (Section 7).

Request for Proposal Letter

Consulting Services

Name of Assignment: “Consultancy Services for preparation of Detailed Feasibility Report and Detailed Project Report for construction of Road Over Bridge(ROB)including both sides approach roads at Majiath, Ward No. 07, Shimla”

Country: India

Date: June 19, 2026

Reference No.: HPRIDCL/ROB/Majiath/ QCBS /2025-26

1. The Government of Himachal Pradesh, in order to address the issues direct and safe road connectivity due to the physical barrier created by the Kalka–Shimla Railway line between the residential areas and the main road network in Majiath Ward No. 07 of Shimla Municipal Corporation has provided funding for construction of a Road Over Bridge (ROB) will provide a permanent, safe and direct connectivity solution, enabling unimpeded emergency vehicle access and improving the overall quality of life of the local population

The objective of the Consultant firm assignment is preparation of Detailed Feasibility Report and Detailed Project Report for construction of Road Over Bridge(ROB)including both sides approach roads at Majiath, Ward No. 07, Shimla.

The Government of Himachal Pradesh, herein after called “**Employer**”, has prepared a proposal through Himachal Pradesh Road and Infrastructure Development Corporation Ltd. (HPRIDCL) hereinafter called “**Client**”, for “preparation of Detailed Feasibility Report and Detailed Project Report for construction of Road Over Bridge(ROB)including both sides approach roads at Majiath, Ward No. 07, Shimla.”. The state government further decided to appoint a DPR Consultant for preparation of Detailed Feasibility Report and Detailed Project Report of the project. In view of this, it is intended to invite proposals for the DPR Consultant services from eligible consultants.

The Client now invites proposals to provide the following consulting services (hereinafter called “**Services**”): **Consultancy Services for preparation of Detailed Feasibility Report and Detailed Project Report for construction of Road Over Bridge (ROB)including both sides approach roadsat Majiath, Ward No. 07, Shimla** More details on the Services are provided in the Terms of Reference (Section 7).

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

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption


Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Lump-Sum)

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

3. Interested consultants who are having technical competency to perform this assignment can download the details and the Request For Proposal (RFP) documents from the website i.e., <https://himachalservices.nic.in/hpridc/HPSRTP.html>) in such a case; the DDs shall be enclosed along with the RFP.
4. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,



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Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (d) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (g) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Employer. It excludes the Employer’s official public holidays.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “Government” means the government of the Client’s country Government of Himachal Pradesh/Government of India.
- (j) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data

Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;

- (k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (m) “ITC” (this Section 2 of the RFP) mean the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (q) “SPD - RFP” means the Standard Procurement Document -Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (r) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (s) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (t) “Terms of Reference (TORs)” (this Section 6 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of

the assignment.

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

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a consultant in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interest’s paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

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

a. Conflicting Activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods,

works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

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

c. Conflicting Relationships

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or of implementing agency,)who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Fraud and Corruption

- 5.1 The Employer requires compliance with the /GoHP/GoI/ CVC guidelines prevailing rules, regulations, and procedures.
- 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Employer/GoHP to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Employer/GoHP.

6. Eligibility

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

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

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

a. Sanctions

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

b. Restrictions for State-Owned Enterprises

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

c. Restrictions for Public Employees

6.3.3 Government officials and civil servants of the GoHP/GoI are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

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

(ii) Their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Employer/GoHP.

d. Debarment

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

7. Bid Security:

A bidder is required to submit, along with its BID a BID security, 2% of the bid amount, refundable not

later than 60 days from Bid due date, except in case of bidder the selected bidder whose BID security shall be retained till signing of contract agreement.

B. Preparation of Proposals

- 8. General Considerations** 8.1 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.
- 9. Cost of Preparation of Proposal** 9.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 10. Language** 10.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**.
- 11. Documents Comprising the Proposal** 11.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 11.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 11.3 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).
- 12. Only One Proposal** 12.1 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**.
- 13. Proposal Validity** 13.1 **The Data Sheet** indicates the period during which the

Consultant's Proposal must remain valid after the Proposal submission deadline.

13.2 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.

13.3 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**

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

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

13.6 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**

13.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

13.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

**c. Sub-
Contracting**

13.9 The Consultant shall **not** subcontract the whole of the Services.

14. Clarification and Amendment of RFP

14.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

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

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

15. Preparation of Proposals Specific Considerations

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

15.1.1 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

15.1.2 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**.

15.1.3 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.

16. Technical Proposal Format and Content

16.1 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.

16.2 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.

17. Financial Proposal

17.1 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

17.2 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

17.3 The Consultant and its JV partner(s) and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

17.4 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

17.5 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

18. Submission, Sealing, and Marking of Proposals

- 18.1 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.
- 18.2 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.
- 18.2.1 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.
- 18.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 18.4 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.
- 18.5 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].**”
- 18.6 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.”

- 18.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.
- 18.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 18.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality

- 19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 19.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing GoI/GoHP prevailing rules and procedures.
- 19.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it shall do so only in writing.

20. Opening of Technical Proposals

- 20.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the 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.

20.2 At the opening of the Technical Proposals the following shall be read out:

- (i) the name 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**.

21. Proposals Evaluation

21.1 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.

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

22. Evaluation of Technical Proposals

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

Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded

23. Financial Proposals for

23.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked

QBS

Consultant is invited to negotiate the Contract.

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

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

24.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

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

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) Notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

24.3 The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10)

Business Days, the opening date shall be subject to ITC 35.1.

24.4 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.

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

25. Correction of Errors

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

a. Time-Based Contracts

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

b. Lump-Sum Contracts

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

price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

- 26. Taxes** 26.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the Data Sheet.
- 27. Conversion to Single Currency** 27.1 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.
- 28. Combined Quality and Cost Evaluation**
- a. Quality and Cost-Based Selection (QCBS)** 28.1 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)** 28.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected.
- 28.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
- c. Least-Cost Selection** 28.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.
- D. Negotiations and Award**
- 29. Negotiations** 29.1 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.
- 29.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.
- a. Availability of Key** 29.3 The invited Consultant shall confirm the availability of all

Experts

Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

29.4 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

29.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

29.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

29.7 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.

29.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

30. Conclusion of Negotiations

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

30.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and

disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

31. Standstill Period

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

32. Notification of Intention to Award

32.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

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

33. Notification of Award

33.1 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, and upon verifying that the Consultant (including each member of a JV) is not disqualified due to noncompliance with contractual SEA/SH prevention and response obligations, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. The Client will require the Consultant to replace any sub-consultant that is disqualified by the Client due to noncompliance with contractual SEA/SH prevention and response obligations. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

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

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

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

34. Debriefing by the Client

34.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a

debriefing to all unsuccessful Consultants whose request is received within this deadline.

- 34.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period.
- 34.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 34.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting.

35. Signing of Contract

- 35.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

36. Procurement Related Complaint

- 36.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (b)	<i>India</i>
1 (l)	No Change
2.1	<p>Name of the Client: <i>Director (Projects), Himachal Pradesh Road and Infrastructure Development Corporation Limited Nirman Bhawan, Nigam Vihar Shimla-171002,</i></p> <p>Method of selection: - <i>Quality and Cost Based Selection (QCBS)</i></p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: <i>Consultancy Services for preparation of Detailed Feasibility Report and Detailed Project Report for construction of Road Over Bridge(ROB)including both sides approach roads at Majiath, Ward No. 07, Shimla</i></p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: July 01, 2026. Time: 1100 Hours Indian Standard Time (IST)</p> <p>Address: O/o Director (Projects), Himachal Pradesh Road and Infrastructure Development Corporation Limited (HPRIDCL)Nirman Bhawan, Nigam Vihar,Shimla-171002, Himachal Pradesh. Telephone: 0177-2627602 Facsimile: 0177-2620663 E-mail: pdsrp-hp@nic.in</p> <p>Contact person/conference coordinator:</p>

	Er. Mahesh Rana. Executive Director-cum- Superintending Engineer (HPRIDCL)
4.1	<i>Not Applicable</i>
6.3.1	List of Debarred / Sanctioned Consultants as available on the official website of MoRTH/NHAI/ HPRIDCL/ Other International Funding Agencies.
7	<p>7.1 A Bidder is required to submit, along with its BID, a BID Security of Rs.1.5 Lacs (the "BID Security"), refundable not later than 180 days (one hundred and eighty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security as per the provision of this RFP and LOA. This Guarantee shall be transmitted through SFMS Gateway to HPRIDCLs Bank. The BID shall be summarily rejected if it is not accompanied by the BID Security.</p> <p>7.1.2 The Bidder shall furnish as part of its BID, a BID Security referred to in Clauses 7.1 here in above in the form of a bank guarantee issued by nationalized bank, or a Scheduled Bank in India having a net worth of atleast Rs.1,000crore(Rs. One thousand crore), infavour of the Authority in the format at Annexure E (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60(sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bank Guarantee shall be transmitted through SFMS gateway. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section2(e) of the Reserve Bank of India Act, 1934. A scanned copy of the Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender.</p> <p>7.1.13 Any BID not accompanied by the BID Security shall be summarily rejected by the Authority as non-responsive.</p> <p>7.1.4 The Selected Bidder's BID Security will be returned, without any interest, upon the bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of BID Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.</p> <p>7.1.5 The Authority shall be entitled to forfeit and appropriate the BID Security as Damages interalia in any of the events specified in Clause7 . 6 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the</p>

	<p>Authority will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind on BID Security shall be given to any Bidder.</p> <p>7.1.6 The BID Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:</p> <p>7.1.6.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as per section 5 of RFP.</p> <p>7.1.6.2 If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority</p> <p>7.1.6.3 In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority –</p> <p>(i) to sign and return the duplicate copy of LOA (ii) to furnish the Performance Security (iii) to sign the Agreement.</p>
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B. Preparation of Proposals

B. Preparation of Proposals	
<p>9.1</p>	<p>This RFP has been issued in the English language.</p> <p>The Proposal shall be submitted in English Language.</p> <p>All Correspondence exchange shall be English Language</p>
<p>10.1</p>	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal.</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p> <p>(4) TECH-3</p> <p>(5) TECH-4</p> <p>(6) TECH-5</p> <p>(7) TECH-6</p>

	<p>(8) TECH-7 Code of Conduct (ESHS)</p> <p><i>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.</i></p> <p style="text-align: center;">AND</p> <p>2nd Inner Envelope with the Financial Proposal</p> <p>(1) FIN-1; and (2) FIN-2 and (3) FIN-3; and (4) FIN-4</p>
10.2	Deleted
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible.</p> <p>No</p>
12.1	<p>Proposals must remain valid for: 120 days after the proposal submission deadline.</p>
13.1	<p>Clarifications may be requested no later than 5 days prior to the submission deadline.</p> <p>Director (Projects), Himachal Pradesh Road and Infrastructure Development Corporation Limited (HPRIDCL), Nirman Bhawan, Nigam Vihar, Shimla-171002, Himachal Pradesh.</p> <p>Telephone: 0177-2627602 Facsimile: 0177-2620663 E-mail: pdsrp-hp@nic.in</p>
14.1.1	<p>Consultants may associate with other consultant(s): Yes</p>
14.1.2 (do not use for Fixed Budget method)	Deleted

<p>14.1.3 for time-based contracts only</p>	<p>The Consultant's Proposal must include <u>the minimum</u> Key Expert's time-input as per TOR,</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
<p>14.1.4 and 27.2 use for Fixed Budget method</p>	<p><i>"Not Applicable"</i></p>
<p>15.2</p>	<p>The format of the Technical Proposal to be submitted is:</p> <p>Physical Submission in Hardcopy Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<p>16.1</p>	<p>Deleted</p>
<p>16.2</p>	<p>A price adjustment provision applies to remuneration rates: Not Applicable</p>
<p>16.3</p>	<p>"Information on the Consultant's tax obligations in the Client's country can be found from the web site Ministry of Finance, Government of India.</p> <p>Only <u>Goods and Services Tax(GST)</u> should be <u>shown separately</u> which including other indirect taxes if any, will be reimbursed on submission of receipt of payment. However, no direct taxes shall be paid.</p>
<p>16.4</p>	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant shall express the price for their Services in Indian National Rupees (INR).</p>

C. Submission, Opening and Evaluation	
17.1	<p>The Consultants shall have the option of submitting their Proposals electronically.</p> <p>“No”</p>
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and two copies.</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: July 17 , 2026</p> <p>Time: 15:00 Hours (IST)</p> <p>The Proposal submission address is:</p> <p>Director (Projects), Himachal Pradesh Road and Infrastructure Development Corporation Limited (HPRIDCL), Nirman Bhawan, Nigam Vihar, Shimla-171002,Himachal Pradesh.</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered:</p> <p>No</p> <p>The opening shall take place at:</p> <p>Same as the Proposal submission address</p> <p>Date: same as the submission deadline indicated in 17.7.</p> <p>Time: 15:30 Hours</p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: Not Applicable</p>
21.1 (for FTP)	<p>1. The Technical proposals submitted by the Consultants will first be scrutinized in its completeness as also whether they maintain minimum initial requirement Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: <u>Points</u></p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: <i>[10]</i></p> <p style="padding-left: 40px;">A. Annual Turnover</p> <p style="padding-left: 80px;">(a) Annual average turnover of the last five financial</p>

	<p>years i.e. from 2021 -2022 to 2025-2026 updated to the financial year 2025-26 shall be more than Rs. 2 crores. In case of JV / Association, the lead member shall have more than Rs. 1.6 crores of annual turnovers (updated) of any one of the last five financial years. This threshold for each other member of JV / Association shall be more than Rs.0.8crores. For arriving at updated value, turnover of any financial year shall be multiplied by the enhancement/updating factor corresponding to that year given in the Section 3 - Technical Proposal – Standard Forms.</p> <p>B. Experience [15]</p> <p>The Consultant must have experience as follows:</p> <p>a) The consultant shall have successfully delivered/completed a minimum of 2 (two) similar assignments of ROBs in hilly region in the last 5 years. For JV / Association (as a lead member) qualifying length for lead member would 1 projects and for other partners it would be one project. Such project must have been completed within last 5(Five) calendar years.</p> <p>b) Experience in preparation of Detailed Feasibility Report and Detailed Project Report for construction of Road Over Bridge(ROB) with Railway Department.</p> <p>c) Experience of working in steep mountainous terrain.</p> <p>d) Experience in externally aided projects.</p> <p>e) No litigation History for the past 5 years.</p> <p>ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): [15]</p> <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p> <p>(iii) Key Experts’ qualifications and competence for the Assignment:</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Sr.</th> <th style="width: 60%;">Position</th> <th style="width: 25%;">Points</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr.	Position	Points			
Sr.	Position	Points					

	<table border="1"> <thead> <tr> <th>No</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader cum Bridge & Structural Design Expert</td> <td>[20]</td> </tr> <tr> <td>2</td> <td>Geotechnical & Highway Engineer</td> <td>[15]</td> </tr> <tr> <td>3</td> <td>Social cum R&R Expert</td> <td>[15]</td> </tr> <tr> <td>4</td> <td>Survey, GIS & Environmental / Heritage Specialist</td> <td>[10]</td> </tr> </tbody> </table> <p style="text-align: center;">Total points for criterion (iii): [60]</p> <p>Total technical Scores (St) for the three criteria: 100</p> <p>The minimum technical score (St) required to pass is: [70]</p>	No			1	Team Leader cum Bridge & Structural Design Expert	[20]	2	Geotechnical & Highway Engineer	[15]	3	Social cum R&R Expert	[15]	4	Survey, GIS & Environmental / Heritage Specialist	[10]
No																
1	Team Leader cum Bridge & Structural Design Expert	[20]														
2	Geotechnical & Highway Engineer	[15]														
3	Social cum R&R Expert	[15]														
4	Survey, GIS & Environmental / Heritage Specialist	[10]														
	Public Opening of Financial Proposals															
24.4	<p>An online option of the opening of the Financial Proposals is offered:</p> <p>No</p>															
24.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact Director (Projects), HPRIDCL, Nirman Bhawan, Nigam Vihar, Shimla-171002 and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.</p>															
26.1	<p>For the purpose of the evaluation, the Client will exclude all local identifiable indirect taxes such as GST, sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices</p>															
27.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian National Rupees (INR).</p>															

<p>28.1 (QCBS only)</p>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80%, and</p> <p>P = 20%</p> <p>Proposals are ranked according to their combined scores $S = St \times 0.8 + Sf \times 0.2$.</p>
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D. Negotiations and Award	
<p>29.1</p>	<p>Expected date and address for contract negotiations:</p> <p>Date:</p> <p>Address: O/o Director (Projects), HPRIDCL, Nirman Bhawan, Nigam Vihar, Shimla-171002</p>
<p>33.1</p>	<p>The successful Consultant <i>shall</i> submit the Beneficial Ownership Disclosure Form.</p>
<p>35.2</p>	<p>Expected date for the commencement of the Services:</p> <p>Date:</p>
<p>36.1</p>	<p>Deleted</p>

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
	✓If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	✓If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Turn Over, Joint Venture/association, Consultant's Organization, and Experience.	
✓		TECH-2A	Turn Over	
✓		TECH-2B	Joint Venture/Association	
✓		TECH-2C	A. Consultant's Organization	
✓		TECH-2D	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓	✓	TECH-7	Code of Conduct (ESHS)	

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:

**Director (Projects),
Himachal Pradesh Road and Infrastructure Development Corporation Limited,
Nirman Bhawan, Nigam Vihar, Shimla-171002,
Himachal Pradesh**

Dear Sirs:

We, the undersigned, offer to provide the **Consultancy Services for preparation of Detailed Feasibility Report and Detailed Project Report for construction of Road Over Bridge(ROB)including both sides approach roads at Majiath, Ward No. 07, Shimla** in accordance with your Request for Proposals(RFP) dated [] and our Proposal. “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” *or, if only a Technical Proposal is invited* “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the GoHP/GoI and CVC's Guidelines & policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by GoI/GoHP. Further, we are not ineligible under the India's laws or official regulations.
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

FORM TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT’S ORGANIZATION AND EXPERIENCE

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

A - Turn Over

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.

- Request for Proposal form for Consulting Firm or Joint Venture / Association (To be filled up by each of the constituent in case of a Joint Venture / Association)

Consultant	Date of Establishment	Country	Type of organization			
			Individual	Partnership	Corporation	Other
Name						

- Corporate/ registered Office/ Business Address/ Telephone Nos./ Cable Address/ email address of consultant and its branch offices for consultant (including members in case of JV / Association).
- Consultant’s former name and year of establishment (including that of members in case of JV / Association).
- Narrative description of Consultant firms if any (Use other sheet, if necessary).

Name of, not more than two (2) principals who may be contacted with title, telephone number/fax number, E-mail address.

A - Turn Over

Annual Turnover

- Annual average turnover of the last five financial years i.e. from 2021 -2022 to 2025-2026 updated to the financial year 2025-26 shall be more than Rs. **2** crores. In case of JV / Association, the lead member shall have more than Rs. **1.6** crores of annual turnovers (updated) of any one of the last five financial years. This threshold for each other member of JV / Association shall be more than Rs.**0.8** crores.
- For arriving at updated value, turnover of any financial year shall be multiplied by the enhancement/updating factor corresponding to that year given below.

Financial Statement of the last five financial years

Sr. No.	Particulars		2025-26	2024-25	2023-24	2022-23	2021-22
1	Annual turnover from Consulting business (INR	Lead Member					
		Other member(1)					

	Crores)	Other member(2)					
2	Net Profit (INR Crores)	Lead Member					
		Other member(1)					
		Other member(2)					

Notes:

- Values should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned.
- The amount shall be stated in Indian Rupees (INR).
- For the purpose of short listing, conversion to Indian Rupees shall be based average of the buying and selling rates of Reserve Bank of India as on the EoI Proposal submission date.
- In case the exchange rate for any currency is not available as per the provision of this section, then HPRIDCL reserves the right to use the rate available from an alternative source at its sole discretion.
- Enhancement/Updating Factor:-

Sr.No.	Year	Enhancement/Updating factor
1	2025-26	1.0
2	2024-25	1.1
3	2023-24	1.21
4	2022-23	1.331
5	2021-22	1.464

C-Consultant's Organization

1. 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.]*

Organizational strength

Name	Total Strength	Engineers/Specialist and institutional expert on payroll and having over 10 years of experience.	Engineers/Specialist and institutional expert continuously on payroll for over 7 years	Engineers/Specialist and institutional expert working only in road sector	Engineers/Specialist and institutional expert having				Remarks
					Doctorates	Post Graduate	Graduates	Diploma	

						ates				
						M BA	Oth ers			

D - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.5.]Years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of....." designed master plan for rationalization of.....;}	{e.g., Ministry of, country}	{e.g., US\$1 mil/US\$0.5 mil}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to sub-national government.....": drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

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

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

FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

Form TECH-4: - Deleted

FORM TECH-5(FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

FORM TECH-6(FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.



2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
3. “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input

Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

{Day/month/year}

Name of Expert

Signature

Date

{Day/month/year}

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

Signature

Date

FORM TECH-7 (FOR FULL TECHNICAL PROPOSAL ONLY)**Code of Conduct
Environmental, Social, Health and Safety (ESHS)**

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

The Consultant shall submit an outline of how the Code of Conduct will be implemented.

Section 4. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration in the case of QCBS method
- FIN-4 -

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Director (Projects),
Himachal Pradesh Road and Infrastructure Development Corporation Limited,
Nirman Bhawan, Nigam Vihar, Shimla-171002 (H.P),

Dear Sirs:

We, the undersigned, offer to provide the **Consultancy Services for preparation of Detailed Feasibility Report and Detailed Project Report for construction of Road Over Bridge(ROB) including both sides approach roads at Majiath, Ward No. 07, Shimla** in accordance with your Request for Proposal dated {insert date of RFP} and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) in INR} {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:

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

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

{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

<i>Sl. No.</i>	<i>Head</i>	<i>Item</i>	<i>Amount in INR</i>
		Cost of the Financial Proposal	
1	Remuneration	Total Fee for Consultancy Services during Preparation Stage (6 months)	<i>{Insert amount in figures}</i>
2		Total Fee during Construction Stage (24 months)	<i>{Insert amount in figures}</i>
3		Total Fee for post construction services (12 months)	<i>{Insert amount in figures}</i>
		Total Cost of the Financial Proposal (1+2+3): <i>{Should match the amount in Form FIN-1}</i>	<i>{Insert amount in figures}</i>
		<i>{Insert total cost of the financial proposal in Words}</i>	
		Taxes <i>{mention GST or any other applicable tax}</i>	<i>{Insert amount in figures}</i>
		<i>{Insert total taxes in Words}</i>	

FORM FIN-3 BREAKDOWN OF REMUNERATION

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the consultants' ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client.

A. Remuneration

<i>No.</i>	<i>Name</i>	<i>Position</i>	<i>Man Months</i>	<i>Rate</i>	<i>Amount(Rs)</i>
<u>Professional</u>					
<i>K-1</i>					
<i>K-2</i>					

Total Cost

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

Vehicle, office and other stationary for the project work to the consultant will be provided by contractor.

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

Section 6 - Fraud and Corruption

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

1. Purpose

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

3. Requirements

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

2.2 To this end, the Employer

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

- b. Rejects a proposal for award if the Employer/GoHP determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. The GoI/GoHP/ CVC guidelines and prevailing rules and regulations of GOI/GoHP, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm.
- d. Requires that a clause be included in bidding/request for proposals documents, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Employer to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Employer/GoHP.

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

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

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

Section 7. Terms of Reference

Consultancy Services for preparation of Detailed Feasibility Report and Detailed Project Report for construction of Road Over Bridge(ROB) including both sides approach roads at Majiath, Ward No. 07, Shimla

1. BACKGROUND

1. 1.1 Project Context

The Majiath and Shivnagar habitation in Ward No. 07 of Shimla Municipal Corporation presently lacks direct and safe road connectivity due to the physical barrier created by the Kalka–Shimla Railway line between the residential areas and the main road network. A significant population residing on the valley side of the railway track is deprived of all-weather emergency vehicular access, including critical ambulance movement, fire-fighting services and essential public services.

The absence of a grade-separated crossing over the railway track has resulted in severe hardship to residents in emergency situations. The proposed construction of a Road Over Bridge (ROB) will provide a permanent, safe and direct connectivity solution, enabling unimpeded emergency vehicle access and improving the overall quality of life of the local population.

1.2 Project Location & Site Characteristics

- i. Location: Near HPPWD Sub-Division Totu (Jutogh), Ward No. 07, Majiath, Shimla (H.P.)
- ii. Type of Crossing: Road Over Bridge (ROB) over the Kalka–Shimla Railway line
- iii. Terrain: Steep hilly terrain with significant variation in ground levels
- iv. Railway Corridor: UNESCO World Heritage Kalka–Shimla Railway (narrow gauge) — requiring heritage-sensitive planning and design
- v. Approving Authority: Northern Railway / Railway Board for ROB-related approvals
- vi. Executing Agency: Himachal Pradesh Road & Infrastructure Development Corporation Ltd. (HPRIDCL)

1.3 Necessity of Consultancy Services

Given the technical complexity of the project — which involves construction of a bridge over a heritage railway line in steep hilly terrain, coordination with multiple government authorities, geotechnical challenges, slope stabilization requirements, and heritage-sensitive design obligations — it is necessary to engage a suitably qualified and experienced

consultant. The consultant shall undertake detailed surveys, geotechnical investigations, engineering design, preparation of a comprehensive Detailed Project Report (DPR), and all necessary liaison and coordination for obtaining statutory approvals from Railway authorities, Forest Department and other concerned agencies.

2. OBJECTIVES OF THE CONSULTANCY

The primary objectives of engaging the Consultancy Services are:

- i. To conduct comprehensive surveys and geotechnical investigations sufficient for detailed engineering design.
- ii. To prepare a technically feasible, structurally safe, economically viable, and heritage-sensitive design for the ROB and approach roads.
- iii. To prepare a comprehensive and bankable Detailed Project Report (DPR) including all engineering drawings, estimates, BOQ, and bid documents conforming to HPPWD/MoRTH/IRC/Railway standards.
- iv. To provide all necessary technical inputs, documentation and liaison support for obtaining approvals and NOCs from Railway authorities (Northern Railway/RDSO), Forest Department and any other statutory authorities.
- v. To incorporate appropriate slope stabilization, drainage, utility shifting and heritage/environmental safeguard provisions in the design.
- vi. To ensure compliance with all applicable IRC, MoRTH, Railway (IRS), BIS standards, environmental regulations, and HPPWD guidelines.
- vii. To prepare bid documents suitable for open competitive tendering under applicable procurement rules.
- viii. To assist the Client in proof checking coordination and incorporating all technical observations into the final design.

3. SCOPE OF SERVICES

The Consultant shall provide comprehensive consultancy services as described below. The scope is indicative and the Consultant shall undertake all activities necessary for preparation of a complete, approvable DPR and for obtaining all statutory clearances related to the assignment.

3.1 Reconnaissance & Preliminary Assessment

- i. Conduct a detailed site visit and reconnaissance survey of the project area, railway crossing location and approach road corridors.

- ii. Study existing General Arrangement Plan (GAP), if available, and propose alternative/optimal alignment options for evaluation. Identify and document site constraints including Railway land boundary, overhead and underground utilities, existing structures, mature trees, slopes, retaining structures and drainage channels.
- iii. Collect and review all available records, drawings, satellite imagery, earlier studies and Government notifications pertaining to the project.
- iv. Prepare a Preliminary Site Assessment Report detailing site observations, constraints, proposed alignment recommendations and immediate action items for Client's review and approval.

3.2 Topographical Survey

The Consultant shall carry out a detailed topographical survey of the project area using Total Station and/or UAV/Drone-based Photogrammetric Survey techniques, covering:

- i. Existing ground levels, contours and spot levels at adequate density.
- ii. Railway track geometry including alignment, gradients, superelevation and overhead wire clearances.
- iii. Existing roads, paths, culverts, retaining walls and drainage features.
- iv. All utilities including electrical lines, water supply mains, sewer lines and telecom/OFC cables.
- v. Property boundaries, land use and structures within the survey influence zone.
- vi. Cross-sections at regular intervals and longitudinal sections (L-sections) of the proposed alignment.
- vii. Digital Terrain Model (DTM) and detailed contour mapping.

All survey drawings shall be prepared in AutoCAD/Civil 3D (DWG) and GIS-compatible format. Survey benchmarks shall be linked to national benchmark/GTS benchmark wherever feasible.

3.3 Traffic & Accessibility Assessment

- i. Assess existing traffic volumes and composition on the approach roads and the railway crossing.
- ii. Conduct a dedicated emergency/ambulance accessibility analysis including response time assessment.
- iii. Analyze existing connectivity patterns, alternate routes and their adequacy for emergency vehicle movement.
- iv. Assess future traffic demand and pedestrian/NMT movement requirements.
- v. Determine design vehicle, carriage width, turning radius and passing place provisions for the ROB and approach road.
- vi. Recommend road safety provisions, signage, road markings and protective barriers appropriate to hilly terrain.

3.4 Geotechnical & Geological Investigation

The Consultant shall carry out detailed geotechnical and geological investigations in accordance with applicable IS codes and Railway guidelines, specifically addressing hilly terrain conditions. The investigation shall include:

- i. Boreholes/rotary drilling at appropriate locations along the ROB alignment, abutment locations and approach road.
- ii. Standard Penetration Tests (SPT), undisturbed sampling and in-situ tests as required.
- iii. Laboratory testing of collected soil/rock samples — grain size analysis, Atterberg limits, shear strength, consolidation, permeability and rock strength tests.
- iv. Assessment of rock strata, discontinuities and geological features affecting foundation design.
- v. Bearing capacity evaluation and settlement analysis.
- vi. Detailed slope stability analysis — static and seismic conditions.
- vii. Landslide susceptibility assessment and identification of unstable zones.
- viii. Seismic zonation and design parameters as per IS: 1893.
- ix. Foundation type recommendations considering Railway safety and hill slope conditions.
- x. Recommendations for slope protection, retaining structures and construction safety measures.

3.5 Detailed Engineering Design

Based on survey and investigation results, the Consultant shall prepare detailed engineering designs for all project components, conforming to applicable IRC, MoRTH, IRS and BIS standards:

a. Bridge / Road Over Bridge (ROB) Works

- i. General Arrangement Drawings (GAD) conforming to Railway requirements.
- ii. Structural analysis and design of superstructure (deck slab, girders/beams) using structural analysis software.
- iii. Design of substructure — abutments, wing walls and return walls.
- iv. Foundation design — open/pile/well foundation as recommended by geotechnical investigation.
- v. Design of bearings, expansion joints, crash barriers, hand railings and kerbs.
- vi. Wearing coat, waterproofing and deck drainage provisions.
- vii. Seismic design as per IS: 1893 and IRC: 6.
- viii. Construction methodology for safe execution over/adjacent to live railway track.
- ix. Compliance with IRS Bridge Rules and RDSO/Railway Board guidelines for ROB construction.

(b) Approach Road Works

- i. Horizontal and vertical alignment design for approach roads on both sides of the ROB.
 - ii. Pavement design as per IRC: 37 / IRC: SP:48.
 - iii. Hairpin bend/turning geometry design if required by terrain.
 - iv. Road safety provisions — crash barriers, guard rails, delineators, signage and road markings.
 - v. Drainage system — roadside drains, cross drainage works and outfall arrangements.
- c. Protection & Slope Stabilization Works**
- i. Design of retaining walls, breast walls and toe walls.
 - ii. Slope stabilization measures — soil nailing, rock bolting, wire mesh/HDPE geocell crating, shotcrete as required.
 - iii. Erosion control and bio-engineering measures.
 - iv. Muck disposal plan including identification of disposal sites and transportation routing.

3.6 Railway, Forest & Statutory Coordination

- i. Prepare and submit Railway GAD drawings and technical documents to Northern Railway/RDSO in the prescribed format.
- ii. Attend all meetings with Railway officials and incorporate Railway observations in the design.
- iii. Prepare construction safety/protection methodology and train protection plans as required by Railway authorities.
- iv. Assess Forest Conservation Act (FCA) applicability and coordinate with the Forest Department for any diversion/NOC requirements.
- v. Coordinate with HPPWD, MCC, utility/line departments for inter-departmental liaisoning and utility shifting.
- vi. Prepare all required drawings, reports and applications for statutory approvals.
- vii. Assist the Client during meetings, inspections and scrutiny by Railway/Forest/Heritage and other Government departments.

3.7 Heritage, ASI & Environmental Inputs

- i. Prepare a Heritage Sensitivity Assessment in view of proximity to the UNESCO World Heritage Kalka–Shimla Railway corridor.
- ii. Recommend design guidelines and aesthetic provisions to ensure heritage-sensitive construction.
- iii. Identify environmental safeguards applicable under the Environment Protection Act, 1986.
- iv. Recommend muck disposal, dust mitigation, water management and noise/vibration control measures.

Prepare an Environmental Management Plan (EMP) or Environmental Checklist for inclusion in the DPR.

3.8 Utility Mapping & Shifting Plan

The Consultant shall comprehensively identify and map all utilities within the project influence zone — electrical lines, water supply, sewer, telecom/OFC cables and any other structures affecting the alignment. A Utility Shifting/Protection Plan shall be prepared with shifting methodology, coordination requirements with utility agencies, cost estimates and phasing in relation to construction activities.

3.9 Cost Estimates & DPR Preparation

The Consultant shall prepare a comprehensive Detailed Project Report (DPR) to serve as the basis for administrative/financial approvals and civil works tendering. The DPR shall include:

- i. Executive Summary; Project Background, Need Assessment and Objectives; Site Description and Location Map.
- ii. All survey, investigation and assessment reports (topographical, geotechnical, traffic, heritage, environmental, utility).
- iii. Engineering Design Report with design basis, structural calculations and design output.
- iv. General Arrangement Drawings (GAD) — Railway submitted/approved version.
- v. Complete set of engineering drawings (plan, elevation, cross-sections, reinforcement details, structural details).
- vi. Construction Methodology and Phasing Plan.
- vii. Abstract Cost Estimate; Detailed Bill of Quantities (BOQ); Rate Analysis for non-schedule items.
- viii. Utility shifting cost estimate and Project Implementation Schedule.
- ix. Bid Documents — Notice Inviting Tender (NIT), Instructions to Bidders (ITB), Conditions of Contract, Technical Specifications, Schedule of Quantities — compliant with applicable HPPWD/GoHP procurement rules.

All estimates shall be based on the latest HPPWD DSR, MoRTH DSR or market rates as applicable, duly referenced and justified.

3.10 Proof Checking Support

- Liaise with and provide all design documents, drawings and calculations to the Client-appointed Proof Checking Agency. The Proof Checking Agency shall mandatorily be a reputed academic or technical institution of national standing — specifically a National Institute of Technology (NIT) or Indian Institute of Technology (IIT) — to be identified and appointed by the Client (HPRIDCL). The Consultant shall coordinate proactively with the designated NIT/IIT Proof Checking Agency and provide all required documents, drawings and structural calculations promptly and in the prescribed format.

- Respond to all observations/queries raised by the Proof Checking Agency within prescribed timelines.
- Revise designs, drawings and documents as necessary to address all proof checking observations.
- All revisions arising out of proof checking shall be carried out without additional cost to the Client within the consultancy period.

4. DELIVERABLES SUBMISSION&PAYMENT SCHEDULE

The Consultant shall prepare and submit the following deliverables.

Sr. No.	Service/Deliverable	No. of copies	Due date for submission from date of commencement	Payment (% of contract price)
i.	Monthly Progress Report	5	By 5 th of every month	
ii.	Submission of Inception Report including 3 options for bridge and approach road alignment and its approval from competent authority	5	4 weeks	10%
iii.	Submission of feasibility report including Geotechnical Investigation and other Survey Report and its approval from competent authority.	5	8 weeks	10%
iv.	Submission of Proof-Checked General Arrangement Drawing (GAD) of bridge and its approval from competent authority.	5	12 weeks	10%
v.	Submission of Proof-Checked other Drawings of bridge and their approval from competent authority.	5	16 weeks	20%
vi.	Land Acquisition/Leasing, Forest Clearance & Documentation of Utility Shifting.	5	20 weeks	15%
vii.	Submission of Detailed Project Report (DPR) and its approval from competent authority.	5	23 weeks	20%
viii.	Submission of Bid Documents and its approval from competent authority.	5	24 weeks	15%

Note:

- All reports shall be submitted in 5 (Five) hard color copies and in softcopy (PDF and editable source format on USB/CD). Drawings shall be submitted in A1/A0 size prints and in AutoCAD (.DWG) format.
- All payments shall be made on submission of pre-receipted bills by the consultants in quadruplicate for respective stages
- 50% payment shall be made on submission of report and balance 50% after approval of report of the competent authority.
- GST shall be paid as per applicable statutory rates. TDS shall be deducted at source as per prevailing GoI rules.
- No advance payment shall be made. All payments are against accepted deliverables.
- The fee is inclusive of all costs — personnel, field surveys, investigations, laboratory testing, travel, accommodation, report printing, drawing preparation, software, communication and all overheads.
- Any additional work beyond the agreed scope, if directed by the Client in writing, shall be compensated at mutually agreed rates.
- Liquidated damages for delays attributable to the Consultant shall apply as per the Consultancy Agreement.

5. APPLICABLE CODES, STANDARDS & GUIDELINES

All designs, drawings, estimates and documents prepared under this assignment shall strictly conform to the latest editions of the following:

Code / Standard	Description
IRC: SP:13	Guidelines for Design of Small Bridges and Culverts
IRC: SP:48	Hill Road Manual
IRC: SP:54	Project Preparation Manual for Bridges
IRC: 6	Loads and Load Combinations for Road Bridges
IRC: 21	Cement Concrete — Plain and Reinforced (Road Bridges)
IRC: 78	Foundations and Substructure (Road Bridges)
IRC: 83 (Parts I/II/III)	Bearings for Road Bridges
IRC: 112	Code of Practice for Concrete Road Bridges
IS: 456	Plain and Reinforced Concrete — Code of Practice
IS: 1893	Criteria for Earthquake Resistant Design of Structures

Code / Standard	Description
IRS Bridge Rules	Loads for Design of Railway Bridge Super/Sub-Structure
IRS Concrete Bridge Code	Design of Concrete Road-cum-Rail Bridges (Indian Railway Standard)
MoRTH Specifications	Specifications for Road and Bridge Works (Latest Edition)
RDSO Guidelines	Guidelines for ROB/RUB Construction
HPPWD DSR	Himachal Pradesh PWD District Schedule of Rates (current)
Environmental Laws	Environment Protection Act 1986, Forest Conservation Act 1980 and applicable regulations

In case of any conflict between applicable codes, the more stringent provision shall govern. The Consultant shall bring any such conflict to the notice of the Client for resolution.

6. TEAM REQUIREMENTS & KEY PERSONNEL

6.1 General

The Consultant shall deploy a suitably qualified, experienced and adequately staffed team. All key personnel shall be resident in Shimla or shall relocate to Shimla for the duration of the assignment, unless specifically exempted by the Client. The Consultant and all deployed personnel shall make their own arrangements for accommodation at the project location. No accommodation shall be provided by the Client (HPRIDCL) and the cost of accommodation is deemed included in the Consultancy Fee.

6.2 Key Experts

Sr.	Position (Key Expert)	Min. Qualification	Min. Exp.	Man-Months (Home / Field)	Role & Key Responsibilities
1	Team Leader cum Bridge & Structural Design Expert	B.E./B.Tech Civil Engg.; M.Tech Structural / Bridge Engg. preferred	Min. 15 Yrs		Overall project management, quality control and client interface; lead structural analysis and design of ROB superstructure, substructure and foundations (STAAD/SAP);

Sr.	Position (Key Expert)	Min. Qualification	Min. Exp.	Man-Months (Home / Field)	Role & Key Responsibilities
					preparation of GAD drawings; sign-off on all deliverables; seismic design (IS:1893, IRC:6). Mandatory: min. 3 ROB/bridge projects (at least 1 hilly terrain) with Railway GAD approval experience.
2	Geotechnical & Highway Engineer	B.E./B.Tech Civil Engg.; M.Tech Geotechnical/ Highway Engg. preferred	Min. 8 Yrs		Geotechnical and geological investigation planning, supervision and interpretation; slope stability, bearing capacity and foundation recommendations; seismic zonation. Additionally: geometric and pavement design of approach roads (IRC:SP:48, IRC:37); drainage design; road safety provisions for hilly terrain. Min. 2 hill infrastructure projects.
3	Social cum R&R Expert	Graduate Engineer — Civil preferred; ex-Railway officer considered	Min. 10 Yrs		Preparation and submission of Railway GAD in prescribed format to Northern Railway/RDSO; attending scrutiny meetings; obtaining NOC/approval; train protection/safety methodology preparation; documentation for all Railway-related clearances. Mandatory: min. 2 ROB projects with Railway NOC coordination experience.

Sr.	Position (Key Expert)	Min. Qualification	Min. Exp.	Man-Months (Home / Field)	Role & Key Responsibilities
4	Survey, GIS & Environmental / Heritage Specialist	B.E./B.Tech Civil or Geomatics Engg.; PG/diploma in Environmental Engg. or equivalent experience	Min. 6 Yrs		Total Station and UAV/Drone-based topographic survey; DTM and contour mapping; AutoCAD/Civil 3D and GIS drawings. Additionally: heritage sensitivity assessment (UNESCO World Heritage Railway corridor); environmental impact identification; EMP/checklist; utility mapping; Forest/ASI liaison; muck disposal plan.
	Total — Key Expert Man-Months			17 MM	

6.3 Support Staff

Sr.	Position (Support Staff)	Min. Qualification	Man-Months (Home / Field)	Duties
1	CAD Draughtsman cum Quantity Surveyor	Diploma Civil Engg.; proficiency in AutoCAD; working knowledge of HPPWD/MoRTH DSR		Preparation of all engineering drawings, reinforcement details, GAD drawings and contour maps under expert supervision; quantity take-off from drawings; detailed BOQ preparation; rate analysis for non-schedule items; utility shifting cost estimates.

Sr.	Position (Support Staff)	Min. Qualification	Man-Months (Home / Field)	Duties
2	Field Technician cum Survey Assistant	ITI / Diploma Civil or Geology; DGCA-compliant drone operator certificate preferred		On-site supervision of borehole drilling, SPT testing and geological logging; sample labelling and dispatch to laboratory; field data recording. Also: UAV/drone data acquisition; Total Station survey assistance; target placement and data download under Survey Specialist supervision.
3	Office Assistant cum Document Controller	Graduate with proficiency in MS Office, Excel and basic accounting		Report compilation and formatting; document management; correspondence and submission tracking (Railway/Forest/Statutory); data entry; maintenance of field records; invoice preparation; GST/TDS coordination; petty cash management.
	Total — Support Staff Man-Months		10 MM	

6.4 Staffing Conditions

- CVs and credentials of all key personnel shall be submitted with the financial proposal for Client verification.
- Replacement of key personnel shall not be permitted without prior written approval of the Client, and only with personnel of equal or higher qualification and experience.
- The Team Leader shall be available on site/in Shimla for the complete duration of the assignment (6 months) and shall not be deployed on any other project during this period.
- The Client may direct replacement of any personnel whose performance is considered unsatisfactory.
- Sub-letting of any part of the consultancy without prior written approval of the Client is strictly prohibited.

7. CLIENT'S OBLIGATIONS & INPUTS

To facilitate timely execution, the Client shall endeavour to provide the following inputs to the Consultant, to the extent available:

- Available topographic maps, satellite imagery, alignment data or preliminary drawings pertaining to the project.
- Copies of any previous studies, surveys or reports related to the project.
- Introduction letters/authorisation for liaising with Railway authorities, Forest Department and other Government bodies.
- Coordination support for site access, Railway block time (if required for survey) and inter-departmental meetings.
- Timely review and approval of documents/drawings submitted by the Consultant.
- Nomination of a Client Representative/Project Officer for day-to-day coordination.

Notwithstanding the above, the Consultant shall independently verify all field conditions and data before incorporating them in designs or reports. The responsibility for accuracy and completeness of all consultancy outputs shall rest solely with the Consultant.

8. CONFIDENTIALITY & INTELLECTUAL PROPERTY

- All reports, drawings, calculations, field data, investigation results and intellectual output prepared under this assignment shall be the exclusive property of the Client (HPRIDCL / Government of Himachal Pradesh).
- The Consultant shall not disclose, publish or transfer any project-related documents, drawings or data to any third party without prior written approval of the Client — during or after the currency of the contract.
- All field data, laboratory results and electronic files shall be handed over to the Client upon completion of the assignment.
- The Consultant shall not use the name of the Client or reference to this project for publicity or marketing without prior written consent.

9. GENERAL CONDITIONS & OBLIGATIONS

- The Consultant shall be fully responsible for the technical accuracy, completeness and adequacy of all designs, drawings, estimates and documents prepared under this assignment.
- The Consultant shall comply with all Railway safety regulations and site safety requirements, particularly during field surveys in proximity to the live railway track. No

field activity on or near Railway land shall be conducted without prior Railway permission/escort.

- Any modifications to designs or documents required during scrutiny by Railway authorities, Proof Checking Agency or other statutory authorities shall be incorporated at no additional cost to the Client within the consultancy period.
- The Consultant shall maintain close coordination with HPRIDCL and all stakeholders, attend all review meetings, and submit Monthly Progress Reports.
- The Consultant shall maintain adequate professional indemnity insurance cover for the duration of the assignment.
- The Consultant shall comply with all applicable laws including labour laws, ESI/PF regulations, GST and income tax provisions.
- Disputes shall be subject to the jurisdiction of courts at Shimla (H.P.) and governed by applicable HPPWD/GoHP dispute resolution mechanisms.
- Preference shall be given to consultants with demonstrated experience of ROB/bridge projects in hilly terrain and prior experience of Railway coordination.

10. ESTIMATED CONSULTANCY COST

Description	Details
Estimated Consultancy Fee (Inclusive of all taxes incl. GST)	Rs. 75 Lakh
GST Component	Included in above
Mode of Selection	As per applicable HPPWD/GoHP procurement rules
Payment Mode	RTGS/NEFT to Consultant's designated bank account

Note: The above cost is indicative. The final fee shall be as per the approved Financial Proposal submitted by the selected Consultant, subject to negotiation as per HPPWD/GoHP rules.

11. SELECTION PROCESS & ELIGIBILITY

11.1 Eligibility Criteria

- The Consulting firm shall be registered under applicable laws with a valid GST registration.
- Average annual turnover of at least Rs. 2.00 Crore from consultancy services over the preceding 5 financial years (audited accounts / CA-certified financial statements required).

- The consultant shall have successfully delivered/completed a minimum of 2 (two) similar assignments of ROBs in hilly region in the last 5 years. Documentary proof of completion (Completion Certificate / Client Certificate) shall be submitted along with the proposal.
- Experience of Railway coordination and obtaining Railway NOC/approval for at least 2 ROB project is mandatory.

11.2 Proposal Submission

- Interested firms shall submit a separate Technical Proposal and Financial Proposal in sealed envelopes.
- Technical Proposal: Firm profile, past experience, proposed methodology, work plan, team composition and CVs of key personnel.
- Financial Proposal: Total consultancy fee (inclusive of GST) in the prescribed format.

Evaluation shall be on Quality and Cost-Based Selection (QCBS) methodology or as specified in the RFP.

PART II

Section 8. Conditions of Contract and Contract Forms

Lump-Sum Form of Contract

STANDARD FORM OF CONTRACT

Consultant's Services
Lump-Sum

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CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name:

Contract No.xxxxxxxxxxxxxxxxxxxxxx

Assignment Title: _____

between

Director (Projects),HPRIDCL,
Nirman Bhawan,Nigam Vihar,
Shimla-171002,Himachal Pradesh

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

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

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A:Terms of Reference

Appendix B:Key Experts

Appendix C:Breakdown of Contract Price

Appendix D:Form of Advance Payments Guarantee

Appendix E:Code of Conduct for Experts

Appendix F: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment

(SH) Performance Declaration

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; Appendix E; and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

country.

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

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (u) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s Personnel.
- (v) **“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.

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

- 2. Relationship between the Parties**
 - a. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing Contract**
 - a. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language**
 - a. 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**
 - a. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications**
 - a. 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.
 - b. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location**
 - a. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge**
 - a. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including

without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

- a. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

10. Fraud and Corruption

- a. The Client requires compliance with the CVC Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the CVC Sanctions Framework, as set forth in Attachment 1 to the GCC.

a. Commissions and Fees

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

- a. 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

- a. 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

- a. 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

- a. 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

- a. 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.
- b. In cases of substantial modifications or variations, the prior written consent of the Government is required.

17. Force Majeure**a. Definition**

- a. 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.
- b. 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.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

- d. 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

- e. 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.
- f. 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.
- g. 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.
- h. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
 - (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- i. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49&50.

18. Suspension

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

19. Termination

- a. This Contract may be terminated by either Party as per

provisions set up below:

- a. By the Client**
- 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
 - (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
 - (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
 - (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
 - (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.
- 19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
- b. By the Consultant**
- 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
 - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. **Cessation of Rights and Obligations** 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. **Cessation of Services** 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. **Payment upon Termination** 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
 - (a) payment for Services satisfactorily performed prior

to the effective date of termination; and

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. Standard of Performance**
 - a. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
 - b. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
 - c. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix F- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services**
 - d. 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.
 - e. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
 - (a) as a matter of law or official regulations, the

Borrower's country prohibits commercial relations with that country; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- f. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interest

- a. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
 - 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
 - 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Government's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
 - 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- a. **Consultant Not to Benefit from Commissions, Discounts, etc.**
- b. **Consultant and Affiliates Not to Engage in Certain Activities**

- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** a. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** a. 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** a. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** a. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- b. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its

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

26. Reporting Obligations

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

27. Proprietary Rights of the Client in Reports and Records

- a. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- b. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

- a. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be

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

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

29. Code of Conduct

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

Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

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

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

30. Forced Labour

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

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of

payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

31. Child Labour

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

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

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

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

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

32. Non-Discrimination and Equal Opportunity

- a. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring,

compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

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

33. Training of Experts

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

34. Description of Key Experts

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

35. Replacement of Key Experts

- a. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- b. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

36. Removal of Experts or Sub-consultants

- a. If the Client finds that any of the Experts or Sub-consultant:
 - (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;

- (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
- (e) undertakes behaviour which breaches the Code of Conduct;
- (f) the Consultant shall, at the Client's written request, provide a replacement.
- b. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- c. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- d. Subject to the requirements in Sub-Clause 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.
- e. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

37. Assistance and Exemptions

- a. Unless otherwise specified in the SCC, the Client shall use its best efforts to:
 - (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
 - (c) Facilitate prompt clearance through customs of any

property required for the Services and of the personal effects of the Experts and their eligible dependents.

- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

38. Access to Project Site

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

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

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

- 40. Services, Facilities and Property of the Client**
- a. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 41. Counterpart Personnel**
- a. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- b. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 42. Payment Obligation**
- a. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.
- F. PAYMENTS TO THE CONSULTANT**
- 43. Contract Price**
- a. The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- b. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 44. Taxes and Duties**
- a. 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**.
- b. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 45. Currency of**
- a. Any payment under this Contract shall be made in the

Payment

currency (ies) of the Contract.

46. Mode of Billing and Payment

- a. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.
- b. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

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

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

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

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

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

47. Interest on Delayed Payments

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

G. FAIRNESS AND GOOD FAITH

48. Good Faith

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

H. SETTLEMENT OF DISPUTES

49. Amicable Settlement

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

50. Dispute Resolution

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

**II. General Conditions
Attachment 1**

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

Section 5. Fraud and Corruption

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

1. Purpose

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

2. Requirements

- 3.1 The Employer/GoHP requires that the consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution, and refrain from Fraud and Corruption. To this end, the Employer 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 an Employer’s/GoHP investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) Acts intended to materially impede the exercise of the Employer’s /GoHP inspection and audit rights provided for under paragraph 2.2 e. below.
- 3.2 Rejects a proposal for award if the Employer/GoHP determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- 3.3 Pursuant to CVC guidelines and prevailing rules and regulations of GOI/GoHP, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded (ii) to be a

nominated¹ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm.

- a. 3.4 Requires that a clause be included in bidding/request for proposals documents, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Employer to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Employer/GoHP.

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]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English.
6.1 and 6.2	The addresses are <i>[fill in at negotiations with the selected firm]</i> :

¹ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Employer

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

	<p>Client: Director (Projects),HPRIDCL</p> <p>Attention: Director (Projects), HPRIDCL, Nirman Bhawan, Nigam Vihar,Shimla-171002,Himachal Pradesh.</p> <p>Tel: 0177-2627602.</p> <p>E-mail (where permitted):pdsrp-hp@nic.in</p> <p>Consultant:_____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted):_____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i> <i>OR</i> <i>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.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: XXXXXXXXXXXXXXXXX Director (Projects), HPRIDCL, Nirman Bhawan, Nigam Vihar, Shimla-171002,Himachal Pradesh. Tel: 0177-2627602. E-mail:pdsrp-hp@nic.in</p> <p>For the Consultant:<i>[name, title]</i>_____</p>
11.1	<p>The effectiveness conditions are the following:</p> <p>Nil.</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be Two Months.</p>
13.1	<p>Commencement of Services:</p>

	<p>The number of days shall be 15 Days.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 6 months or such other period as the parties may agree in writing.</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>

<p>23.1</p>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds one times the total value of the Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (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.
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of twice the total amount of the Contract;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per Motor Vehicle Act 1988 and its subsequent amendments from time to time;</p> <p>(c) Third Party liability insurance, with a minimum coverage of INR 1,000,000/-;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in</p>

	<p>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.</p>
27.2	<p>The Consultant shall not use these <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.</p>
43.1	<p>The Contract price is: _____ [insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant. The Client shall only reimburse Goods & Services Tax (GST) payable on the contract value by both foreign and domestic consultants, as per Applicable Law in India, subject to the Client performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc. The consultant shall register itself for GST with appropriate authority in India & shall provide the Registration Number to the Client.</p> <p>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.</p>
44.1 and 44.2	<p>The consultants, sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed.</p> <p>The client warrants for both the foreign and domestic consultancy firms, that the Goods and Services Tax (GST) payable on the contract value, as per Applicable Law in India, will be reimbursed on production of documentary evidence of payment.</p>
46.2	<p>The payment schedule:</p>

Sr. No.	Service/Deliverable	No. of copies	Due date for submission from date of commencement	Payment (% of contract price)
i.	Monthly Progress Report	5	By 5 th of every month	
ii.	Submission of Inception Report including 3 options for bridge and approach road alignment and its approval from competent authority	5	4 weeks	10%
iii.	Submission of feasibility report including Geotechnical Investigation and other Survey Report and its approval from competent authority.	5	8 weeks	10%
iv.	Submission of Proof-Checked General Arrangement Drawing (GAD) of bridge and its approval from competent authority.	5	12 weeks	10%
v.	Submission of Proof-Checked other Drawings of bridge and their approval from competent authority.	5	16 weeks	20%
vi.	Land Acquisition/Leasing, Forest Clearance & Documentation of Utility Shifting.	5	20 weeks	15%

	<table border="1"> <tr> <td>vii.</td> <td>Submission of Detailed Project Report (DPR) and its approval from competent authority.</td> <td>5</td> <td>23 weeks</td> <td>20%</td> </tr> <tr> <td>viii.</td> <td>Submission of Bid Documents and its approval from competent authority.</td> <td>5</td> <td>24 weeks</td> <td>15%</td> </tr> </table>	vii.	Submission of Detailed Project Report (DPR) and its approval from competent authority.	5	23 weeks	20%	viii.	Submission of Bid Documents and its approval from competent authority.	5	24 weeks	15%
vii.	Submission of Detailed Project Report (DPR) and its approval from competent authority.	5	23 weeks	20%							
viii.	Submission of Bid Documents and its approval from competent authority.	5	24 weeks	15%							
	<p>Note:</p> <ul style="list-style-type: none"> All reports shall be submitted in 5 (Five) hard color copies and in softcopy (PDF and editable source format on USB/CD). Drawings shall be submitted in A1/A0 size prints and in AutoCAD (.DWG) format. All payments shall be made on submission of pre-receipted bills by the consultants in quadruplicate for respective stages 50% payment shall be made on submission of report and balance 50% after approval of report of the competent authority. GST shall be paid as per applicable statutory rates. TDS shall be deducted at source as per prevailing GoI rules. Any additional work beyond the agreed scope, if directed by the Client in writing, shall be compensated at mutually agreed rates. 										
46.2.1	-Not Applicable-										
46.2.4	<p>The accounts are:</p> <p>for local currency: <i>[insert account]</i>.</p>										
47.1	<p>The interest rate is: Bank Rate plus 1% for local currency. (“Bank Rate” means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect.).</p>										
50.1	<p>Disputes shall be settled in accordance with Indian Arbitration and Conciliation Act, 1996 as modified from time to time.</p> <p><u>Number of Arbitrators:</u> Sole Arbitrator.</p>										

	<p><u>Rules of Procedure:</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Indian Council of Arbitration (ICA) as in force on the date of this Contract.</p> <p><u>Venue:</u> The venue of Arbitration shall be Shimla.</p>
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

.....

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 Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate

modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.2.3 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])*

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

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 42.2.1 and SCC 46.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

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

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

Date: _____ *[insert date]* _____

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

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

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

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

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

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

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

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

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

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

[signature(s)]

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

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

APPENDIX E - CODE OF CONDUCT FOR EXPERTS

**AS CLEARED BY SAFEGUARD SPECIALIST:
TO BE INCORPORATED BEFORE SIGNING OF CONTRACT**

APPENDIX F - SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE DECLARATION FOR SUB-CONSULTANTS

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

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Sub-consultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

PART III

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

Notification of Intention to Award

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

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

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

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

Notification of Intention to Award

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

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. /Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

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

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Consultant

Name: *[insert name of successful Consultant]*

Address: *[insert address of the successful Consultant]*

Contract price: *[insert contract price of the successful Consultant]*

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

Name of Consultant	Submitted Proposal	<i>[use for FTP]</i> Overall technical scores	<i>[use for STP]</i> Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> <u>Sub-criterion a:</u> <i>[insert score]</i> <u>Sub-criterion b:</u> <i>[insert score]</i> <u>Sub-criterion c:</u> <i>[insert score]</i> Total score: <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>

Name of Consultant	Submitted Proposal	<i>[use for FTP]</i> Overall technical scores	<i>[use for STP]</i> Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
<i>[insert name]</i>	<i>[yes/no]</i>	<p>Total score: <i>[insert score]</i></p> <p>Criterion (i): <i>[insert score]</i></p> <p>Criterion (ii): <i>[insert score]</i></p> <p>Criterion (iii): <i>[insert score]</i></p> <p><u>Sub-criterion a:</u></p> <p>1: <i>[insert score]</i></p> <p>2: <i>[insert score]</i></p> <p>3: <i>[insert score]</i></p> <p><u>Sub-criterion b:</u></p> <p>1: <i>[insert score]</i></p> <p>2: <i>[insert score]</i></p> <p>3: <i>[insert score]</i></p> <p><u>Sub-criterion c:</u></p> <p>1: <i>[insert score]</i></p> <p>2: <i>[insert score]</i></p> <p>3: <i>[insert score]</i></p> <p>Criterion (iv): <i>[insert score]</i></p> <p>Criterion (v): <i>[insert score]</i></p> <p>Total score: <i>[insert score]</i></p>	<p>Criterion (i): <i>[insert score]</i></p> <p>Criterion (ii): <i>[insert score]</i></p> <p><u>Sub-criterion a:</u> <i>[insert score]</i></p> <p><u>Sub-criterion b:</u> <i>[insert score]</i></p> <p><u>Sub-criterion c:</u> <i>[insert score]</i></p> <p>Total score: <i>[insert score]</i></p>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<p><u>Combined Score:</u> <i>[combined score]</i></p> <p><u>Ranking:</u> <i>[ranking]</i></p>

Name of Consultant	Submitted Proposal	<i>[use for FTP]</i> Overall technical scores	<i>[use for STP]</i> Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i> Total score: <i>[insert score]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> <u>Sub-criterion a:</u> <i>[insert score]</i> <u>Sub-criterion b:</u> <i>[insert score]</i> <u>Sub-criterion c:</u> <i>[insert score]</i> Total score: <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>
<i>[insert name]</i>	...					

Name of Consultant	Submitted Proposal	[<i>use for FTP</i>] Overall technical scores	[<i>use for STP</i>] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
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...

...

3. Reason/s why your Proposal was unsuccessful [*Delete if the combined score already reveals the reason*]

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

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

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

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

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

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

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

Agency: [*insert name of Client*]

Email address: [*insert email address*]

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

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

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

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

5. How to make a complaint

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

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

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

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

Agency: *[insert name of Client]*

Email address: *[insert email address]*

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

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

In summary, there are four essential requirements:

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

6. Standstill Period

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

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

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

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

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

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

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

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

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

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

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

To: *[insert complete name of Client]*

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

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

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	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)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

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.
