



**GOVERNMENT OF ANDHRA PRADESH**

**Open Competitive Bidding  
SELECTION OF CONSULTANTS**

**Request for Qualification cum Proposal  
Quality-Based and Cost-Based Selection (“QCBS”)**

**Procurement of:  
Authority Engineer Consultant**

**RFP No: 19/CE/ADC/ENGG/2018-19**

**Name of Assignment:**

Selection of Authority Engineer Consultant for Detailed Design Review, Construction Monitoring & Supervision, Quality Assurance & Technical Auditing (QA&TA) for “Water Treatment Plant and water supply network consisting head-works like Intake well, Raw water pumping main, Cushion tanks, semi-underground Reservoirs, SCADA Operated and Monitored water Transfer and Transmission system” being implemented on EPC mode in ‘Amaravati’ the New Capital City of Andhra Pradesh state, India.

**July 2018**

**Amravati Development Corporation Limited**

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# **SELECTION OF CONSULTANTS**

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**Client:** Amaravati Development Corporation Limited (ADCL)

**Country:** India

**Issued on:** Dt. 30-07-2018.

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## **PART I**

### **Section 1. Request for Proposal Letter**

## Request for Proposal Letter

### Consulting Services

**Name of Assignment:** Selection of Authority Engineer Consultant for Detailed Design Review, Construction Monitoring & Supervision, Quality Assurance & Technical Auditing (QA&TA) for “Water Treatment Plant and water supply network consisting head-works like Intake well, Raw water pumping main, Cushion tanks, semi-underground Reservoirs, SCADA Operated and Monitored water Transfer and Transmission system” being implemented on EPC mode in ‘Amaravati’ the New Capital City of Andhra Pradesh state, India.

**RFP No:** 19/CE/ADC/ENGG/2018-19

**Country:** India

**Issued on:** Dt. 30-07-2018.

Dear Prospective Consultant,

1. The Government of Andhra Pradesh State under the Act of the Indian Parliament “Andhra Pradesh Reorganization Act -2014 is developing a world class Capital City “the Amaravati” strategically located between two major urban centers Vijayawada and Guntur.
2. The key institutions involved in the development & implementation of the New Capital City, “the Amaravati” are the Andhra Pradesh Capital Region Development Authority (APCRDA) and the Amaravati Development Corporation Limited (ADCL) governed by the Andhra Pradesh state Municipal Administration and Urban Development (MA&UD) department. The APCRDA is the regulatory and planning authority for the entire capital region established for the purpose of planning, co-ordination, execution, supervision, financing, funding and for promoting and securing planned development. The ADCL is the development agency for the Capital City area and will implement urban infrastructure along proven urban planning principles to promote citizen well-being including creating active streets with open areas, pedestrian and cycling friendly pavements and public spaces, which encourage interaction within the Capital City area. There is flexibility in allocation of work and responsibility between the APCRDA and ADCL.
3. The APCRDA (hereinafter called “Borrower”) through Government of Andhra Pradesh has applied for project financing from Apex Development Financial Institutions in India in the form of a “loan” toward the cost of development & implementation of the New Capital City, “Amaravati”. The ADCL, implementing agency for development & implementation of the New Capital City, “Amaravati”, intends to apply a portion of the proceeds of these

loans to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Financial Institutions and /or Government of Andhra Pradesh will be made only at the request of the “Client” and upon approval by the Financial Institutions and /or Government of Andhra Pradesh, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Financial Institutions and /or Government of Andhra Pradesh, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the “Client” shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.

4. As part of this endeavor, Amaravati Development Corporation Limited represented by Chairperson & Managing Director (the “Client”) now invites proposals from eligible Consultant to provide the Consulting Services (hereinafter called “Services”) as Authority Engineer Consultant for Detailed Design Review, Construction Monitoring & Supervision, Quality Assurance & Technical Auditing (QA&TA) for “Water Treatment Plant and water supply network consisting head-works like Intake well, Raw water pumping main, Cushion tanks, semi-underground Reservoirs, SCADA Operated and Monitored water Transfer and Transmission system” being implemented on EPC mode in ‘Amaravati’ the New Capital City of Andhra Pradesh state, India. The Contract duration is 18months Construction period plus 24 months Defects Liability period. More details on the Services are provided in the Terms of Reference (Section 7: TOR).
5. It is not permissible to transfer this RFP to any other firm.
6. ADCL intends to appoint a Consultant to act as Authority Engineer for implementation of this EPC project. As per the Terms and Conditions of the EPC Agreement, the Authority Engineer shall perform all the duties as per (Terms of Reference) TOR given in this RFP along with any amendment thereof. The selection of Authority Engineer shall follow the laid down procedures given in the Contract Agreement signed between ADCL and the Contractor for this EPC project.
7. Selection of Authority Engineer (AE) shall be as per selection procedures given in the Model Agreement for Engineering, Procurement and Construction (EPC) of Highways by extant methods followed by NHA and MORT&H. The selected AE shall be intimated to the Contractor.
8. The Proposal shall be submitted in English language and all correspondence would also be in English language.
9. A firm will be selected under “Quality and Cost Based Selection (QCBS) Time- based linked with performance” method procedures and in a Full Technical Proposal (FTP) format as described in this RFP.

10. The RFP includes the following documents:
  - Section 1 – Request for Proposals Letter
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 - Technical Proposal (FTP) - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 – Eligible Countries
  - Section 6 – Fraud and Corruption
  - Section 7 - Terms of Reference
  - Section 8 - Standard Forms of Contract (Time-Based linked with Performance)
11. The Proposal shall be submitted **off-line only (Box tender)**. Details of the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.
12. The RFP document can be downloaded from ADCL (CCDMC) web portal:  
**<<http://ccdmco.in/tenders.html>>**
13. RFP document fee of Rs. 29,500/- (Rupees Twenty-nine Thousand Five Hundred only), non-refundable, must be paid online (ECS / RTGS / NEFT) and Receipt of the same should be provided to ADCL. Payment can also be done in the form of Demand Draft in favour of “C&MD, Amaravati Development Corporation Limited” payable at “Vijayawada” in Andhra Pradesh. Non-submission of the requisite document fee shall lead to summarily rejection of the proposal.
14. It will be the responsibility of the Consultant who is submitting the proposal on down loaded RFP document to check and see any addendum/corrigendum issued in this regard from the website from time to time and ensure submission of proposal along with all addendum/ corrigendum.
15. Proposal Security/EMD: The proposals must be accompanied by Proposal Security of INR 10,00,000/- ( Rupees Ten Lakhs Only ) in the form of an unconditional Bank Guarantee in the prescribed format given in RFP in favour of “C&MD, Amaravati Development Corporation Limited” drawn on Nationalized Bank / Scheduled Bank approved by RBI in India. Non-submission of the requisite Proposal Security shall lead to summarily rejection of the proposal. The proposal security needs to be mandatorily submitted to ADCL before 13.00 Hrs. on the day of proposal submission.
16. The bid will be rejected in case the Consultant has submitted Conditional Bid and /or the specifications of the terms to be supplied are not complied with RFP.
17. Please inform us in writing at least seven (7) days before required latest date for Proposal submission at the Address and E-mail Ids mentioned below:
  - a) that you have received this Request for Proposals; and
  - b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants, Data Sheet 14.1.1.

## 18. Schedule of Bidding Process:

The “Client” shall endeavor to adhere to the following dates:

|  |   |                        |
|--|---|------------------------|
| RFP/NIT Publishing Date  | : | 30-07-2018             |
| RFP bid document Download / Start Date                         | : | 30-07-2018, 15.00hrs   |
| Pre bid meeting Date   | : | 04-08-2018, 11.00hrs   |
| RFP can be viewed / downloaded up to                           | : | 13-08-2018, 15.00hrs   |
| Proposals submission End Date (offline)                        | : | 13-08-2018, 15.30hrs   |
| Date of Opening of Technical Proposal                          | : | 13-08-2018, 16.00hrs   |
| Date of Opening of Financial Proposal of Qualified Consultants | : | 18-08-2018 (Tentative) |
| Commencement of Services                                       | : | 01-09-2018 (Tentative) |

**Chairperson & Managing Director  
Amravati Development Corporation Limited**

**Contact Persons / Coordinators:**

**1. Sri Moses Kumar Tumeti,  
Chief Engineer**  
Amravati Development Corporation  
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## Section 2. Instructions to Consultants and Data Sheet

### Instructions to Consultants

#### A. General Provisions

##### 1. Definitions

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

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<sup>1</sup> [*“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA*]

- (i) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k) “Government” means the government of the Client’s country.
- (l) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (q) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.



- (r) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (s) “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (t) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (u) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (v) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (w) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.

## 2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

### **3. Conflict of Interest**

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

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

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

#### **a. Conflicting Activities**

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

#### **b. Conflicting Assignments**

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

#### **c. Conflicting Relationships**

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or

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

**4. Unfair  
Competitive  
Advantage**

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

**5. Fraud and  
Corruption**

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

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

**6. Eligibility**

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

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

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

**a. Sanctions**

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS**.

**b. Prohibitions**

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

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**c. Restrictions for State-Owned Enterprises**

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

**d. Restrictions for Public Employees**

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

- (i) the services of the government official or civil servant are of a unique and

exceptional nature, or their participation is critical to project implementation; and

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

**e. Borrower  
Debarment**

- 6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

## **B. Preparation of Proposals**

**7. General  
Considerations**

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

**8. Cost of  
Preparation of  
Proposal**

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

**9. Language**

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

**10. Documents  
Comprising the  
Proposal**

- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or

any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

### **11. Only One Proposal**

- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

### **12. Proposal Validity**

- 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

#### **a. Extension of Validity Period**

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

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

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

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

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

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

**c. Sub-Contracting**

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

**13. Clarification and Amendment of RFP**

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

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

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

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the

proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

#### **14. Preparation of Proposals Specific Considerations**

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

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

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

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

#### **15. Technical Proposal Format and Content**

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial



information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

## 16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

### a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

### b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

### c. Currency of Proposal

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

### d. Currency of Payment

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

## C. Submission, Opening and Evaluation

### 17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL"

information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

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

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

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

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

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

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

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

## **18. Confidentiality**

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

**19. Opening of Technical Proposals**

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

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

**20. Proposals Evaluation**

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.

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

**21. Evaluation of Technical Proposals**

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

**22. Financial Proposals for QBS**

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

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

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

23.1 After the technical evaluation is completed 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.

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

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

- 23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.
- 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.
- 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

#### **24. Correction of Errors**

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

##### **a. Time-Based Contracts**

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

quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

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|--|---|
| <p><b>b. Lump-Sum Contracts</b></p>                      | <p>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.</p> |
| <p><b>25. Taxes</b></p>                                  | <p>25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the <b>Data Sheet</b>.</p>   |
| <p><b>26. Conversion to Single Currency</b></p>          | <p>26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b>.</p>  |
| <p><b>27. Combined Quality and Cost Evaluation</b></p>   |   |
| <p><b>a. Quality and Cost-Based Selection (QCBS)</b></p> | <p>27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b>. 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.</p>   |
| <p><b>b. Fixed-Budget Selection (FBS)</b></p>            | <p>27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the <b>Data Sheet</b> shall be rejected.</p> <p>27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.</p>  |

**c. Least-Cost Selection**

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

**D. Negotiations and Award****28. Negotiations**

28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

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

**a. Availability of Key Experts**

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

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

**b. Technical Negotiations**

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



**c. Financial Negotiations**

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

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

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

**29. Conclusion of Negotiations**

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

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

**30. Standstill Period**

30.1 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 ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**31. Notification of Intention to Award**

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

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

**32. Notification of Award**

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

Contract Award Notice

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

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons 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.

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

### **33. Debriefing by the Client**

33.1 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.

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

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests

for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

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

**34. Signing of  
Contract**

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

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

**35. Procurement  
Related  
Complaint**

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

## Section 2. Instructions to Consultants

### E. Data Sheet

| ITC Reference | A. General   |
|---------------|--|
| 1 (b)         | <i>Government of India</i>   |
| 1 (l)         | <p><b>Box Type (Offline) –Procurement System</b></p> <p>The Client shall use the following procurement system to manage this Request for Proposal (RFP) process:</p> <ul style="list-style-type: none"> <li>• <i>NIT Advt: Regional Telugu Newspaper and National English Newspaper</i></li> <li>• <i>Issuing / Uploading of RFP, Pre-replies, Corrigendum :</i><br/><a href="http://ccdmcc.co.in/tenders.html">http://ccdmcc.co.in/tenders.html</a>,</li> <li>• <i>Submissions of Proposals: Offline in the Tender Box provided at ADCL office.</i></li> <li>• <i>Opening of Proposals: Email Communication</i></li> <li>• <i>Other Information: Email Communication</i></li> </ul> |
| 2.1           | <p><b>Name of the Client:</b><br/>Amaravati Development Corporation Limited(ADCL)<br/>represented by Chairperson &amp; Managing Director (CMD)</p> <p><b>Method of selection:</b><br/>Quality and Cost Based Selection (QCBS) 80:20<br/>(Time-based)</p>   |
| 2.2           | <p><b>Financial Proposal to be submitted together with Technical Proposal:</b><br/>Yes.</p> <p>Prospective Consultants shall submit a signed proposal complete both Technical Proposal and Financial proposal in accordance with the procedures set-forth at Clause ITC 17: Submission, Sealing, and Marking of Proposals.</p> <p><b>The name of the assignment is:</b><br/>Selection of Authority Engineer Consultant for Detailed Design Review, Construction Monitoring &amp; Supervision, Quality Assurance &amp; Technical Auditing (QA&amp;TA) for “Water Treatment Plant and water supply network consisting head-works like Intake well, Raw water pumping main, Cushion</p> |

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|                      | tanks, semi-underground Reservoirs, SCADA Operated and Monitored water Transfer and Transmission system” being implemented on EPC mode in ‘Amaravati’ the New Capital City of Andhra Pradesh state, India  |
| <b>2.3</b>           | <p><b>A pre-proposal conference will be held:</b> Yes</p> <p><b>Date and Time of pre-proposal conference:</b> As indicated in “Schedule of Bidding Process”</p> <p><b>Address:</b><br/> <b>O/o Chairperson &amp; Managing Director (C&amp;MD)</b><br/> Amravati Development Corporation Limited<br/> # 20-4-15, Flat No. 1G, Anand Heights<br/> Kedareswarapet, Vijayawada – 520 003.<br/> Andhra Pradesh State. INDIA.</p> <p><b>Contact person/conference coordinator:</b></p> <ol style="list-style-type: none"> <li><b>1. Sri Moses Kumar Tumeti, Chief Engineer</b><br/> Amravati Development Corporation Limited<br/> # 20-4-15, Flat No. 1G, Anand Heights<br/> Kedareswarapet, Vijayawada – 520 003.<br/> Andhra Pradesh State. INDIA.<br/> Email: <a href="mailto:moseskumar.adc@ap.gov.in">moseskumar.adc@ap.gov.in</a><br/> Web: <a href="http://www.ccdmc.co.in">www.ccdmc.co.in</a><br/> Tele:+91-866-2534575.<br/> Mob:+91-7995011383.</li> <li><b>2. Sri Dr. Ganesh Babu, HOD(IPD)</b><br/> Amravati Development Corporation Limited<br/> # 20-4-15, Flat No. 1G, Anand Heights<br/> Kedareswarapet, Vijayawada – 520 003.<br/> Andhra Pradesh State. INDIA.<br/> Email: <a href="mailto:ganeshbabu.adc@ap.gov.in">ganeshbabu.adc@ap.gov.in</a><br/> Web: <a href="http://www.ccdmc.co.in">www.ccdmc.co.in</a><br/> Tele:+91-866-2534575.<br/> Mob:+91-7095599572.</li> </ol> |
| <b>2.4</b>           | <p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <p>“Not Applicable”</p>  |
| <b>3.1 &amp; 3.2</b> | <p><b>Conflict of Interest / Conflict of Assignment:</b><br/> The Consultant or all Partners in the Joint Venture/ Consortium/ Association shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client. Without limitation on the generality of the foregoing, Consultants, and</p>  |

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|                      | <p>any of their associates shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:</p> <ul style="list-style-type: none"> <li>i) if a consultant combines the function of consulting with those of contracting and/or supply of equipment and/or supply of services other than consulting; or</li> <li>ii) if a consultant is associated with or affiliated to a contractor or manufacturer for this project; or</li> <li>iii) if a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultants.</li> <li>iv) if a Consultant is associated or affiliated to a Consultant for this project as Design Consultant / DPR Consultant.</li> </ul>   |
| <b>4.1</b>           | “Not Applicable”   |
| <b>5.1 &amp; 5.2</b> | <p>The Consultant or all Partners in the Joint Venture/ Consortium/ Association are required to observe the highest standard of ethics during the procurement and execution of such contracts.</p> <p>1. For the purposes of this provision, the terms are defined as set forth below as follows:</p> <ul style="list-style-type: none"> <li>a) “Corrupt Practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and</li> <li>b) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among Consultants (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.</li> <li>c) Fraud: - As per Indian Companies Act 2013/IPC Act.</li> <li>d) Cheating:-Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to “cheat”. Explanation.—A dishonest concealment of facts is a deception within the meaning of this section. Illustrations:</li> </ul> |

(a) A, by falsely pretending to be in the Civil Service, intentionally deceives Z, and thus dishonestly induces Z to let him have on credit goods for which he does not mean to pay. A cheats.

(b) A, by putting a counterfeit mark on an article, intentionally deceives Z into a belief that this article was made by a certain celebrated manufacturer, and thus dishonestly induces Z to buy and pay for the article. A cheats.

(c) A, by exhibiting to Z a false sample of an article, intentionally deceives Z into believing that the article corresponds with the sample, and thereby, dishonestly induces Z to buy and pay for the article. A cheats.

(d) A, by tendering in payment for an article a bill on a house with which A keeps no money, and by which A expects that the bill will be dishonored, intentionally deceives Z, and thereby dishonestly induces Z to deliver the article, intending not to pay for it. A cheats.

(e) A, by pledging as diamonds article which he knows are not diamonds, intentionally deceives Z, and thereby dishonestly induces Z to lend money. A cheats.

(f) A intentionally deceives Z into a belief that A means to repay any money that Z may lend to him and thereby dishonestly induces Z to lend him money. A not intending to repay it. A cheats.

(g) A intentionally deceives Z into a belief that A means to deliver to Z a certain quantity of indigo plant which he does not intend to deliver, and thereby dishonestly induces Z to advance money upon the faith of such delivery. A cheats; but if A, at the time of obtaining the money, intends to deliver the indigo plant, and afterwards breaks his contract and does not deliver it, he does not cheat, but is liable only to a civil action for breach of contract.

(h) A intentionally deceives Z into a belief that A has performed A's part of a contract made with Z, which he has not performed, and thereby dishonestly induces Z to pay money. A cheats.

(i) A sells and conveys an estate to B. A, knowing that in consequence of such sale he has no right to the property, sells or mortgages the same to Z, without disclosing the fact of the previous sale and conveyance to B, and receives the purchase or mortgage money from Z. A cheats.

2. Employer will reject a Proposal for award if it determines that consultant is found ineligible by the Client, in accordance with ITC-1.5 and as



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|                                    | <p>per provisions under Fraud and Corruption mentioned in the Companies Act 2013 / IPC.</p> <p>3. Employer will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, and the assignments awarded by ADCL.</p>   |
| <b>6.3.1</b>                       | <p>The Consultant or all Partners in the Joint Venture/ Consortium/ Association (Firms and Individuals) Debarred or Blacklisted or Terminated by Government of India, Government of Indian states, Union Territories, PSUs, Local Government Bodies, Domestic Financial Institutions in India and the World Bank.</p>  |
| <b>B. Preparation of Proposals</b> |  |
| <b>9.1</b>                         | <p><b>This RFP has been issued in the English language.</b></p> <p><b>Proposals shall be submitted in English language</b></p> <p><b>All correspondence exchange shall be in English language.</b></p> <p>Supporting document or printed literature in another language, if any, shall be accompanied by an accurate translation of all the relevant passages in English by approved/authorized/licensed translator**, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.</p> <p>** -approved/authorized/licensed translator means certified by Government for document translation. The registration/certification number of the translator is mandatory to mention on the translated document along with full address, Phone number and email-id</p> |
| <b>10.1</b>                        | <p><b>The Proposal shall comprise the following:</b></p> <p><b><u>FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal (Offline Submission):</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) Demand Draft (or) Proof of online payment towards cost RFP process</li> <li>(3) Proposal Security / EMD</li> <li>(4) TECH-1</li> <li>(5) TECH-2</li> </ol>   |

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|             | <p>(6) TECH-3</p> <p>(7) TECH-4</p> <p>(8) TECH-5</p> <p>(9) TECH-6</p> <p>(10) TECH-7 Code of Conduct (ESHS): The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.</p> <p>AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (Offline Submission)</b></p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>(5) Statement of Undertaking required under Data Sheet 10.2 below</p> |
| <b>10.2</b> | <p><b>Statement of Undertaking is required:</b></p> <p>Yes. In Form TECH-1.</p>   |
| <b>11.1</b> | <p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible:</b></p> <p>No.</p>  |
| <b>12.1</b> | <p><b>Proposals must remain valid for 180 days after the proposal submission deadline.</b></p>  |
| <b>13.1</b> | <p><b>Clarifications may be requested no later than Fourteen (14) days prior to the proposal submission deadline.</b></p> <p>The contact information for requesting clarifications is:</p> <p><b>1. Sri Moses Kumar Tumeti, Chief Engineer</b><br/> Amravati Development Corporation Limited<br/> # 20-4-15, Flat No. 1G, Anand Heights<br/> Kedareswarapet, Vijayawada – 520 003.<br/> Andhra Pradesh State. INDIA.</p>  |

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|        | <p>Email: <a href="mailto:moseskumar.adc@ap.gov.in">moseskumar.adc@ap.gov.in</a><br/> Web: <a href="http://www.ccdmc.co.in">www.ccdmc.co.in</a><br/> Tele:+91-866-2534575.<br/> Mob: +91-7995011383.</p> <p><b>2. Sri Dr. Ganesh Babu, HOD(IPD)</b><br/> Amravati Development Corporation Limited<br/> # 20-4-15, Flat No. 1G, Anand Heights<br/> Kedareswarapet, Vijayawada – 520 003.<br/> Andhra Pradesh State. INDIA.<br/> Email: <a href="mailto:ganeshbabu.adc@ap.gov.in">ganeshbabu.adc@ap.gov.in</a><br/> Web: <a href="http://www.ccdmc.co.in">www.ccdmc.co.in</a><br/> Tele:+91-866-2534575.<br/> Mob: +91-7095599572.</p> <p><b>Note:</b></p> <p>a) Requests for clarification should be solely in writing;<br/> b) The Bidders should consult the Client's web portal<br/> &lt;<a href="http://ccdmc.co.in/tenders.html">http://ccdmc.co.in/tenders.html</a>&gt; regularly for any issued<br/> Addendum and/or Clarification</p> <p>The Client (ADCL) will reply to all queries not later than <b><u>seven (7)</u></b> days prior<br/> to the Bid Submission date.</p>   |
| 14.1.1 | <p><b>Prior to Proposal Submission, Consultants may associate with</b></p> <p><b>(a) non-Qualified consultant(s): Yes Or</b><br/> <b>(b) other Qualified Consultants: Yes</b></p> <ol style="list-style-type: none"> <li>1. The applicant may be a private entity, Government owned entity or any combination of them with a formal intent to enter into an agreement or under an agreement in the form of a Joint Venture (JV)/Consortium.</li> <li>2. Maximum Two firms can join to form a Joint Venture / Consortium.</li> <li>3. Consultants shall submit a power of attorney authorizing the signatory of the bid to commit the Consultant and the respective consultant partners in case of a Joint Venture/Consortium.</li> <li>4. If Proposal is submitted by a joint venture/Consortium, as partners shall comply with the following requirements: <ol style="list-style-type: none"> <li>a) The Memorandum of Understanding (MoU) for Joint Venture/Consortium participation should accompany the proposal;</li> <li>b) One of the partners shall be authorized to be in-charge and called as 'Lead Consultant'; and this authorization shall be evidenced by</li> </ol> </li> </ol> |

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|   | <p>submission of a power of attorney signed by authorized signatories of all the partners;</p> <p>c) Any partner of the JV/Consortium shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture/Consortium;</p> <p>d) All partners of the joint venture/Consortium shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;</p> <p>5. In case a Joint Venture/Consortium is the successful Bidder, the duly signed Joint Venture/Consortium Agreement should be entered into, by the Joint Venture/Consortium Partners and should be submitted duly signed along with the Performance Security to the Employer after Notification of the Award of Contract within 15 days.</p> |
| <p><b>14.1.2</b><br/>(do not use for Fixed Budget method)</p> | <p><b>“Not applicable”</b></p>   |
| <p><b>14.1.3</b><br/>for time-based contracts only</p>        | <p><b>The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of:</b> person-months or man-months stipulated in Reporting Requirements and Time Schedule for Deliverables of Section-7: Terms of Reference (TOR). 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><b>14.1.4 and 27.2</b><br/>use for Fixed Budget method</p> | <p><b>“Not applicable”</b></p>   |
| <p><b>15.2</b></p>  | <p>The format of the Technical Proposal to be submitted is: FTP (Full Technical Proposal).</p>   |

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|             | Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.   |
| <b>16.1</b> | <p>The Financial Proposal must be strictly using the Standard Forms provided in Section-4 of the RFP. No additional items/quantities other than that specified in the formats should be proposed by the Consultants since the same shall not be considered for the evaluation/ award.</p> <p>The Financial Proposal should clearly identify as a separate amount, the local indirect taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel. This cost, however, will not be considered in evaluation.</p> <p>Goods &amp; Service Tax (GST) as applicable shall be paid to the consultant while making payment for services rendered.</p> <p>Reimbursable Expenses:</p> <ol style="list-style-type: none"> <li>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</li> <li>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, including overheads and back-stop support;</li> <li>(4) communications costs;</li> <li>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</li> <li>(6) cost of reports production (including printing) and delivering to the Client;</li> <li>(7) other allowances where applicable and provisional or fixed sums (if any)</li> </ol> <p>Consultants shall be paid billing rates for services rendered by the personnel of all categories namely (i) key Personnel; (ii) Other-Professional Staff and (iii) Support staff on man-moth wise. For calculating billing rates of remaining items of the financial proposal, namely (i) transportation, (ii) Duty travel to site (iii) Office Rent, (iv) office supplies communication etc. (v) reports &amp; document printing and (vi) survey equipment etc. quoted amount of selected consultant will be converted to percentage of civil work cost quoted by civil contractor and payment will be made in proportionate to the financial progress of the civil work. Beginning 13th months from the last date of submission of bid, billing rates shall be increased to cover all items of the contract i.e. remuneration, vehicle hire, office rent, consumables, furniture etc. @ 5% every 12 months. However, for evaluation and award of the Bid proposals, the quoted initial rate (as applicable for first 12 months from last date of submission of bid) shall be multiplied by the total time input for each position on this contract, i.e. without considering the increase in the billing rates. All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.</p> |

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| <b>16.2</b>                                  | <b>A price adjustment provision applies to remuneration rates:</b> No   |
| <b>16.3</b>                                  | <p>Amount payable by the Client to the Consultant under the contract to be subject to local taxation: Yes.</p> <p>(a) All Payments shall be made in Indian Rupees and shall be subjected to applicable Indian Laws withholding Taxes if any.</p> <p>(b) Goods &amp; Service Tax (GST) as applicable shall be paid to the consultant while making payment for services rendered. The consultants shall then deposit the same with the tax authorities and provide a proof of having done so, for getting release of succeeding /subsequent service bill.</p> <p>(c) Employer/Client shall pay only applicable GST. Consultant has to pay all other taxes including social security, duties, fees, levies and other charges imposed under the applicable law on the Consultants, the Sub-consultants and their personnel.</p> <p>(d) Employer/Client shall be deducting taxes deductible at source as per relevant Tax Laws/other applicable laws in India.</p> |
| <b>16.4</b>                                  | <p><b>The Financial Proposal shall be stated in the following currencies:</b> Indian Rupees.</p> <p><b>The Financial Proposal should state local costs in the Client's country currency (local currency):</b> Yes. Indian Rupees.</p>   |
| <b>C. Submission, Opening and Evaluation</b> |   |
| <b>17.1</b>                                  | <b>The Consultants shall not have the option of submitting their Proposals electronically.</b>  |
| <b>17.4</b>                                  | <p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original.</p> <p>(b) <b>Financial Proposal:</b> one (1) original.</p>   |
| <b>17.7 and 17.9</b>                         | <p><b>The Proposals must be submitted no later than:</b><br/>As indicated in "Schedule of Bidding Process"</p> <p>Add translation of the warning marking ["Do not open...."] in the English language to the outer sealed envelope.</p> <p><b>The Proposal submission address is:</b><br/> <b>O/o Chairperson &amp; Managing Director</b><br/> Amravati Development Corporation Limited<br/> # 20-4-15, Flat No. 1G, Anand Heights<br/> Kedareswarapet, Vijayawada – 520 003.<br/> Andhra Pradesh State. INDIA.</p>  |

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| 19.1                             | <p><b>An online option of the opening of the Technical Proposals is offered:</b> No.</p> <p><b>The opening shall take place at:</b> Same as the Proposal submission address”.</p> <p><b>Date and Time of Technical Proposal opening:</b> As indicated in “Schedule of Bidding Process”.</p>  |
| 19.2                             | <p><b>“Not Applicable”</b></p>   |
| <p><b>21.1</b><br/>(for FTP)</p> | <p><b>Firm’s Pre-Qualification : Stage-I / Criteria -1</b></p> <ul style="list-style-type: none"> <li>a) The Consultant or all Partners in the Joint Venture/ Consortium/ Association shall be a company incorporated in India under the (Indian) Companies Act 2013 or a company incorporated under equivalent law abroad. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal.</li> <li>b) The Consultant or all Partners in the Joint Venture/ Consortium/ Association must have a valid service tax /GST registration in India. The Consultant shall be required to submit a true copy of its Service Tax / GST registration certificate along with the Proposal.</li> </ul>   |
| <p><b>21.1</b><br/>(for FTP)</p> | <p><b>Firm’s Pre-Qualification: Stage-I / Criteria -2</b></p> <p><b>Financial Eligibility:</b></p> <ul style="list-style-type: none"> <li>1. Average Annual Turnover of the firm should not be less than INR. 50 Crores from Consultancy contracts for last Three (3) financial years preceding the proposal submission date.</li> </ul> <p><b>Technical Eligibility:</b></p> <p><b>Experience of the Consultants relevant to the assignment:</b></p> <ul style="list-style-type: none"> <li>2. The Consultancy Firm or the Lead Firm in case of a Joint Venture/ Consortium /Association should have a minimum general experience of ten (10) years.</li> <li>3. Firms should have experience of Construction Supervision / Owner’s Engineer / Project Management of Rapid Gravity System Type Potable Water Treatment Plant of at least one plant of 40% plant design capacity inclusive of associated M&amp;E works, pumping stations and under ground / ground level reservoirs in last ten (10) years.</li> </ul> |

|                   | <div>4. Firms should have experience of Operation and Maintenance of Rapid Gravity System Type Potable Water Treatment Plant of at least one plant of 40% plant design capacity inclusive of associated M&amp;E works, pumping stations and under ground / ground level reservoirs in last ten (10) years.</div> <div>5. Firm should have prepared Detailed Design / Detailed Project Report / Preliminary Design Report of Rapid Gravity System Type Potable Water Treatment Plant of at least one plant of 40% plant design capacity inclusive of associated M&amp;E works, pumping stations and under ground / ground level reservoirs in last ten (10) years.</div> <div>In case of JV the turnover and experience details of Lead and JV partners will be added for evaluation. Credentials of associate firm, except key personnel, if any will not be considered for evaluation. However consultant should submit details separately for Lead partner JV partner and associate.</div> <div>Employer’s certificate should be submitted substantiating the experience claimed by the firms.</div> |       |             |       |   |  |    |   |   |    |   |   |    |  |       |     |
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| 21.1<br>(for FTP) | <div>Firm’s Qualification: Stage-II</div> <div>Quality based evaluation to shortlist the Consultants for opening of their financial proposals:</div> <div>The points assigned to Technical Evaluation criteria are:</div> <table><tr><th>Sr.</th><th>Description</th><th>Marks</th></tr><tr><td>1</td><td>Relevant experience of the firm for the assignment</td><td>25</td></tr><tr><td>2</td><td>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td>15</td></tr><tr><td>3</td><td>Qualifications and competence of the key staff for the assignment</td><td>60</td></tr><tr><td></td><td>Total</td><td>100</td></tr></table>  | Sr.   | Description | Marks | 1 | Relevant experience of the firm for the assignment | 25 | 2 | Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: | 15 | 3 | Qualifications and competence of the key staff for the assignment | 60 |  | Total | 100 |
| Sr.               | Description  | Marks |             |       |   |  |    |   |   |    |   |   |    |  |       |     |
| 1                 | Relevant experience of the firm for the assignment   | 25    |             |       |   |  |    |   |   |    |   |   |    |  |       |     |
| 2                 | Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:  | 15    |             |       |   |  |    |   |   |    |   |   |    |  |       |     |
| 3                 | Qualifications and competence of the key staff for the assignment  | 60    |             |       |   |  |    |   |   |    |   |   |    |  |       |     |
|                   | Total  | 100   |             |       |   |  |    |   |   |    |   |   |    |  |       |     |
| 21.1<br>(for FTP) | <div>Firm’s Qualification: Stage-II</div> <div>Quality based evaluation to shortlist the Consultants for opening of their financial proposals:</div>   |       |             |       |   |  |    |   |   |    |   |   |    |  |       |     |



| SNo.     | Eligibility Criteria  | Marks     |
|----------|---|-----------|
| <b>1</b> | <b>Relevant experience of the firm for the assignment</b>   | <b>25</b> |
|          | (a) Average Annual Turnover of the firm should not be less than INR. 50 Crores from Consultancy contracts for last Three (3) financial years preceding the proposal submission date.  | 5         |
|          | (b) The Consultancy Firm or the Lead Firm in case of a Joint Venture/ Consortium /Association should have a minimum general experience of ten (10) years.   | 5         |
|          | (c) Firms should have experience of Construction Supervision / Owner's Engineer / Project Management of Rapid Gravity System Type Potable Water Treatment Plant of at least one plant of 40% plant design capacity inclusive of associated M&E works, pumping stations and under ground / ground level reservoirs in last ten (10) years. | 5         |
|          | (d) Firms should have experience of Operation and Maintenance of Rapid Gravity System Type Potable Water Treatment Plant of at least one plant of 40% plant design capacity inclusive of associated M&E works, pumping stations and under ground / ground level reservoirs in last ten (10) years.  | 5         |
|          | (e) Firm should have prepared Detailed Design / Detailed Project Report / Preliminary Design Report of Rapid Gravity System Type Potable Water Treatment Plant of at least one plant of 40% plant design capacity inclusive of associated M&E works, pumping stations and under ground / ground level reservoirs in last ten (10) years.  | 5         |
| <b>2</b> | <b>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</b>  | <b>15</b> |
|          | (a) Technical approach and methodology  | 5         |
|          | (b) Work plan and activity schedule   | 5         |
|          | (c) Organization and staffing   | 5         |
|          | Note: The above three sub-criteria shall be marked as Excellent (100%), Very Good (90%), Good (75%), Satisfactory (50%), Poor/Irrelevant (30%). To be awarded the minimum pass mark of 75%, the Consultant shall obtain at least a satisfactory rating.   |           |

|               |   |              |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
|---------------|---|--------------|------------------------|-----|-----|--------------------------|-----|-----|-------------------------|----|-----|---|----|----|-----------------------------|-----|-----|---------------------------------------|-----|-----|-----------------------------|-----|-----|------------------------------------|----|--|
| 3             | <b>Qualifications and competence of the key staff for the assignment</b>  | <b>60</b>    |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
|               | Qualification and competence of following key expert staff and other professional staff for the assignment shall be evaluated. The weightage for various key staff and other professional staff are as under.   |              |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| <b>S. No.</b> | <b>Key Staff Position</b>   | <b>Marks</b> |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| 1.            | Team Leader   | 10           |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| 2.            | Senior Quantity Surveyor  | 6            |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| 3.            | Senior Material cum Geotechnical Engineer   | 5            |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| 4.            | Senior Operations and Maintenance Engineer  | 5            |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| 5.            | Process Engineer / Water Treatment Plant Specialist   | 7            |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| 6.            | Structural Engineer   | 7            |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| 7.            | Electrical Engineer   | 5            |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| 8.            | Mechanical Engineer   | 5            |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| 9.            | Instrumentation & Control, Automation   | 5            |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| 10.           | Building Engineer   | 5            |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
|               | <b>Total</b>  | <b>60</b>    |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
|               | <p>Each position number corresponds to the same for the Key-Staff in Form TECH-6 to be prepared by the Consultant. The experience claimed in the CVs of core team professionals should be supported by documental evidence obtained from the respective clients in respect of works executed by the individual duly indicating the period of employment in that particular firm.</p> <p><b>Sub criteria for qualification of key Personnel (i.e. Professional staff)</b></p> <table> <tr> <td data-bbox="505 1377 570 1409">A.</td><td data-bbox="602 1377 1114 1409">GENERAL QUALIFICATIONS</td><td data-bbox="1146 1377 1260 1409">20%</td></tr> <tr> <td data-bbox="505 1419 570 1451">A1.</td><td data-bbox="602 1419 1114 1451">Technical qualifications</td><td data-bbox="1146 1419 1260 1451">10%</td></tr> <tr> <td data-bbox="505 1461 570 1493">A2.</td><td data-bbox="602 1461 1114 1493">Professional experience</td><td data-bbox="1146 1461 1260 1493">5%</td></tr> <tr> <td data-bbox="505 1503 570 1556">A3.</td><td data-bbox="602 1503 1114 1556">Training and publications and membership of</td><td data-bbox="1146 1503 1260 1556">5%</td></tr> <tr> <td data-bbox="505 1566 570 1619">B.</td><td data-bbox="602 1566 1114 1619">ADEQUACY FOR THE ASSIGNMENT</td><td data-bbox="1146 1566 1260 1619">65%</td></tr> <tr> <td data-bbox="505 1629 570 1661">B1.</td><td data-bbox="602 1629 1114 1661">Experience in similar capacity/ broad</td><td data-bbox="1146 1629 1260 1661">30%</td></tr> <tr> <td data-bbox="505 1671 570 1703">B2.</td><td data-bbox="602 1671 1114 1703">Experience relevant to TOR/</td><td data-bbox="1146 1671 1260 1703">30%</td></tr> <tr> <td data-bbox="505 1713 570 1745">B3.</td><td data-bbox="602 1713 1114 1745">Overseas/ International experience</td><td data-bbox="1146 1713 1260 1745">5%</td></tr> </table> | A.           | GENERAL QUALIFICATIONS | 20% | A1. | Technical qualifications | 10% | A2. | Professional experience | 5% | A3. | Training and publications and membership of | 5% | B. | ADEQUACY FOR THE ASSIGNMENT | 65% | B1. | Experience in similar capacity/ broad | 30% | B2. | Experience relevant to TOR/ | 30% | B3. | Overseas/ International experience | 5% |  |
| A.            | GENERAL QUALIFICATIONS  | 20%          |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| A1.           | Technical qualifications  | 10%          |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| A2.           | Professional experience   | 5%           |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| A3.           | Training and publications and membership of   | 5%           |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| B.            | ADEQUACY FOR THE ASSIGNMENT   | 65%          |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| B1.           | Experience in similar capacity/ broad   | 30%          |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| B2.           | Experience relevant to TOR/   | 30%          |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |
| B3.           | Overseas/ International experience  | 5%           |                        |     |     |                          |     |     |                         |    |     |   |    |    |                             |     |     |                                       |     |     |                             |     |     |                                    |    |  |

|  |   |   |     |
|--|---|---|-----|
|  | C.  | FAMILIARITY WITH THE REGION   | 5%  |
|  | C1.   | Work Experience in project in Andhra Pradesh / Telangana regions in India | 3%  |
|  | C2.   | Knowledge of local language and culture                                   | 2%  |
|  | D.  | ASSOCIATION WITH THE FIRM   | 10% |
|  | D1.   | Full Time permanent staff   | 6%  |
|  | D2.   | Years of association  | 4%  |
|  | <p><b>Note:</b> 1.The qualification and experience of other Professional staff would not be accounted in the evaluation. However, Consultant shall have to get their CVs approved from Employer before mobilization. The other inputs like support staff shall also be provided by the Consultant of an acceptable type commensuration with the roles and responsibilities of each position.</p> <p>2.All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the firm.</p> <p>3.Detailed evaluation criteria will be prepared by the evaluation committee for evaluation of the qualification and competence of the key staff for the assignment.</p> <p>4.Replacement of key personnel shall be considered only in unavoidable circumstances. In no case more than two replacements of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment specified in RFP, the replaced key personnel shall not be professionally employed anywhere in Employer's works. Employer shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. The reduction in remuneration of such replacements shall be 5% and 10% for 1st replacement and 2<sup>nd</sup> replacement respectively within validity period of bid. In case during negotiations held within validity period of bid, more than two replacements are sought by the H-1 consultant, his proposal shall be considered as Non-Responsive. In such case the combined score of remaining technically qualified firms, meeting the non-conflict condition shall be evaluated to arrive at new H-1.</p> |   |     |

|  |  |            |
|--|--|------------|
|  | <p>5. In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is un-suitable for the assignment position, his replacement by equivalent or better shall be provided by the consultant. The key personnel with such un-suitable CV shall not be considered in any future bids for that position for two years. No deduction for such replacement that is not found suitable during interaction shall be made.</p> <p>6. If a CV score less than 75% marks, whatever marks it score will be carried forward for maximum 3 nos. of key personnel for determining the total score of the firm. However, if the Key Personnel does not fulfill the minimum academic qualification (as mentioned in RFP), the overall score of his CV will be evaluated as zero. If the Key Personnel does not fulfill the minimum qualification related to experience (as mentioned in RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Personnel will be carried forward for maximum 3 nos key personnel for determining the total score of the firm. In case, a firm is H-1, then all such Key Personnel (whose CV scores less than 75% or who does not fulfill the minimum qualification) will have to be replaced by the firm at the time of contract negotiations by persons scoring at least 75% marks. The reduction in remuneration of such replacements shall be 5%, 10% and 15% for 1st replacement, 2nd replacement and 3rd replacement respectively. In case more than 3 CV scores less than 75% marks or Team leader scores less than 75% marks, the proposal shall be considered non-responsive. During negotiation, Key Personnel will be required to produce certificate regarding qualification and experience.</p> <p>7. In the eventuality that a firm becomes non-responsive, for the third time, due to the action of replacements of more than 2 key personnel during negotiation, the firm and its constituent JV partners and Associates shall be debarred up to one year for Employer's consultancy projects.</p> |            |
|  | <b>TOTAL MARKS</b>   | <b>100</b> |
| <b>The minimum technical score (St) required to pass is <u>75</u>.</b> |  |            |

|                         |  |
|-------------------------|--|
|                         | Only those Bidders whose Technical proposal score 75 marks or more out of 100 shall qualify for further consideration. However, if the number of such pre-qualified Bids is less than two, the Employer may, in its sole discretion, pre-qualify the Bidder(s) whose technical score is less than 75 marks.  |
|                         | <b>Public Opening of Financial Proposals</b>   |
| <b>23.4</b>             | <b>An online option of the opening of the Financial Proposals is offered: No.</b>  |
| <b>23.5</b>             | <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 the following officers 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>(1) Sri T. Moses Kumar, Chief Engineer @ Mob: +91-7995011383; and<br/>(2) Sri K.V. Ganesh Babu, HOD (IPD) @ Mob: +91-7095599572</p>  |
| <b>25.1</b>             | For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, GST, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant. |
| <b>26.1</b>             | <p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is:</b> Indian Rupees _____[local currency]</p> <p><b>The official source of the selling (exchange) rate is:</b> State Bank of India BC Selling rate.</p> <p>The date of the exchange rate is: 28(Twenty-eight) days before the latest formally required date of Bids/ Proposals Submission.</p>  |
| <b>27.1 (QCBS only)</b> | <p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p>   |

|      |   |
|------|---|
|      | <p>[or replace with another inversely proportional formula acceptable to the Bank]</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b><br/> <b>T = 80%</b> , and<br/> <b>P = 20%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>   |
|      | <h2>D. Negotiations and Award</h2>  |
| 28.1 | <p><b>Expected Date and Time for contract negotiations:</b> As indicated in “Schedule of Bidding Process”</p> <p><b>Address:</b><br/> <b>O/o Chairperson &amp; Managing Director (C&amp;MD)</b><br/> Amravati Development Corporation Limited<br/> # 20-4-15, Flat No. 1G, Anand Heights<br/> Kedareswarapet, Vijayawada – 520 003.<br/> Andhra Pradesh State. INDIA.</p>   |
| 32.1 | <p>The successful Consultant shall submit the Beneficial Ownership Disclosure Form.</p>   |
| 34.2 | <p><b>Expected date for the commencement of the Services:</b> As indicated in “Schedule of Bidding Process”</p> <p><b>Location Address:</b><br/> <b>Amaravati Capital City Development Project, Velagapudi, Guntur District, Andhra Pradesh.</b></p>  |
| 35.1 | <p>If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint “In Writing” (by the quickest means available, such as by email), to:</p> <p><b>For the attention: Shri Moses Kumar Tumeti</b><br/> <b>Title/position: Chief Engineer</b><br/> <b>Client: Amaravati Development Corporation Limited</b><br/> <b>Email address: : <a href="mailto:moseskumar.adc@ap.gov.in">moseskumar.adc@ap.gov.in</a>;</b></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of this Request for Proposal;</li> <li>2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and</li> <li>3. the Client’s decision to award the contract.</li> </ol> |

## 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<br>FTP or STP<br>✓ |     | 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            | Consultant's Organization and Experience.  |            |
| ✓                               |     | TECH-2A           | A. Consultant's Organization   |            |
| ✓                               |     | TECH-2B           | 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**

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{Location, Date}

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To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals (RFP) dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “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 and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.



- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: 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 (FULL TECHNICAL PROPOSAL ONLY)

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

#### A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

#### B - Consultant's Experience

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1. List only previous similar assignments successfully completed in the last /10/ 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.

| <b>Duration</b>           | <b>Assignment name/&amp; brief description of main deliverables/outputs</b>                     | <b>Name of Client &amp; Country of Assignment</b> | <b>Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm</b> | <b>Role on the Assignment</b>      |
|---------------------------|---|---|--|------------------------------------|
|                           |   |   |  |                                    |
| {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 (FULL TECHNICAL PROPOSAL)**

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

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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 (FULL TECHNICAL PROPOSAL ONLY)

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

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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-5 (FTP)****WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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


### TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

| N°                     | 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 |
| <b>KEY EXPERTS</b>     |                   |  |         |           |  |       |  |       |       |  |       |                              |      |       |       |
| K-1                    | {e.g., Mr. Abbbb} | [Team Leader]  | [Home]  | [2 month] |  | [1.0] |  | [1.0] |       |  |       |                              |      |       |       |
|                        |                   |  | [Field] | [0.5 m]   |  | [2.5] |  | [0]   |       |  |       |                              |      |       |       |
| K-2                    |                   |  |         |           |  |       |  |       |       |  |       |                              |      |       |       |
| K-3                    |                   |  |         |           |  |       |  |       |       |  |       |                              |      |       |       |
|                        |                   |  |         |           |  |       |  |       |       |  |       |                              |      |       |       |
| n                      |                   |  |         |           |  |       |  |       |       |  |       |                              |      |       |       |
| <b>Subtotal</b>        |                   |  |         |           |  |       |  |       |       |  |       |                              |      |       |       |
| <b>NON-KEY EXPERTS</b> |                   |  |         |           |  |       |  |       |       |  |       |                              |      |       |       |
| N-1                    |                   |  | [Home]  |           |  |       |  |       |       |  |       |                              |      |       |       |
|                        |                   |  | [Field] |           |  |       |  |       |       |  |       |                              |      |       |       |
| N-2                    |                   |  |         |           |  |       |  |       |       |  |       |                              |      |       |       |
|                        |                   |  |         |           |  |       |  |       |       |  |       |                              |      |       |       |
| n                      |                   |  |         |           |  |       |  |       |       |  |       |                              |      |       |       |
| <b>Subtotal</b>        |                   |  |         |           |  |       |  |       |       |  |       |                              |      |       |       |
| <b>Total</b>           |                   |  |         |           |  |       |  |       |       |  |       |                              |      |       |       |

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 one Calendar month not less than twenty-six (26) 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)

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

**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...<br><br>For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister] |         |  |
|                          |  |         |  |
|                          |  |         |  |

**Membership in Professional Associations and Publications:**

---

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

---

**Adequacy for the Assignment:**

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

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

**Certification:**

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

{day/month/year}

\_\_\_\_\_  
Name of Expert

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

{day/month/year}

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **FORM TECH-7 (FULL TECHNICAL PROPOSAL)**

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

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

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

## Section 4. Financial Proposal - Standard Forms

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

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

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

## FORM FIN-1

### FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

| Name and Address<br>of Agents | Amount and<br>Currency | Purpose of Commission<br>or Gratuity |
|-------------------------------|------------------------|--------------------------------------|
| <hr/>                         | <hr/>                  | <hr/>                                |
| <hr/>                         | <hr/>                  | <hr/>                                |

{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**

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

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



### FORM FIN-3 BREAKDOWN OF REMUNERATION

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

| A. Remuneration _____ |                        |                         |                                |  |                             |                             |                            |                               |
|-----------------------|------------------------|-------------------------|--------------------------------|--|-----------------------------|-----------------------------|----------------------------|-------------------------------|
| No.                   | Name                   | Position (as in TECH-6) | Person-month Remuneration Rate | Time Input in Person/Month (from TECH-6) | {Currency # 1- as in FIN-2} | {Currency # 2- as in FIN-2} | {Currency# 3- as in FIN-2} | {Local Currency- as in FIN-2} |
| _____                 | <b>Key Experts</b>     |                         |                                |  |                             |                             |                            |                               |
| K-1                   |                        |                         | [Home]                         |  |                             |                             |                            |                               |
|                       |                        |                         | [Field]                        |  |                             |                             |                            |                               |
| K-2                   |                        |                         |                                |  |                             |                             |                            |                               |
|                       |                        |                         |                                |  |                             |                             |                            |                               |
|                       |                        |                         |                                |  |                             |                             |                            |                               |
|                       |                        |                         |                                |  |                             |                             |                            |                               |
|                       |                        |                         |                                |  |                             |                             |                            |                               |
| _____                 | <b>Non-Key Experts</b> |                         |                                |  |                             |                             |                            |                               |
| N-1                   |                        |                         | [Home]                         |  |                             |                             |                            |                               |
| N-2                   |                        |                         | [Field]                        |  |                             |                             |                            |                               |
|                       |                        |                         |                                |  |                             |                             |                            |                               |
|                       |                        |                         |                                |  |                             |                             |                            |                               |
|                       |                        |                         |                                |  |                             |                             |                            |                               |
|                       | Total Costs            |                         |                                |  |                             |                             |                            |                               |

## Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

### 1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
  - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
  - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

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

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Consultant's Representations Regarding Costs and Charges (Model Form I)

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

| Personnel        |          | 1  | 2                              | 3                        | 4        | 5                   | 6                                     | 7  | 8   |
|------------------|----------|--|--------------------------------|--------------------------|----------|---------------------|---------------------------------------|--|---|
| Name             | Position | Basic<br>Remuneration<br>Rate per<br>Working<br>Month/Day/Year | Social<br>Charges <sup>1</sup> | Overhead<br><sub>1</sub> | Subtotal | Profit <sup>2</sup> | Away from<br>Home Office<br>Allowance | Proposed Fixed<br>Rate per Working<br>Month/Day/Hour | Proposed Fixed<br>Rate per Working<br>Month/Day/Hour <sup>1</sup> |
| Home Office      |          |  |                                |                          |          |                     |                                       |  |   |
|                  |          |  |                                |                          |          |                     |                                       |  |   |
|                  |          |  |                                |                          |          |                     |                                       |  |   |
|                  |          |  |                                |                          |          |                     |                                       |  |   |
| Client's Country |          |  |                                |                          |          |                     |                                       |  |   |
|                  |          |  |                                |                          |          |                     |                                       |  |   |
|                  |          |  |                                | _____                    |          |                     |                                       |  |   |
|                  |          |  |                                | _____                    |          |                     |                                       |  |   |
|                  |          |  |                                |                          |          |                     |                                       |  |   |

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

1. Expressed as percentage of 1
2. Expressed as percentage of 4

### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

| B. Reimbursable Expenses |   |          |           |          |                                |                                |                               |                                     |
|--------------------------|---|----------|-----------|----------|--------------------------------|--------------------------------|-------------------------------|-------------------------------------|
| N°                       | Type of Reimbursable Expenses   | Unit     | Unit Cost | Quantity | {Currency # 1-<br>as in FIN-2} | {Currency # 2-<br>as in FIN-2} | {Currency# 3-<br>as in FIN-2} | {Local<br>Currency- as in<br>FIN-2} |
|                          | {e.g., Per diem allowances**}   | {Day}    |           |          |                                |                                |                               |                                     |
|                          | {e.g., International flights}   | {Ticket} |           |          |                                |                                |                               |                                     |
|                          | {e.g., In/out airport<br>transportation}                                | {Trip}   |           |          |                                |                                |                               |                                     |
|                          | {e.g., Communication costs<br>between Insert place and Insert<br>place} |          |           |          |                                |                                |                               |                                     |
|                          | { e.g., reproduction of reports}  |          |           |          |                                |                                |                               |                                     |
|                          | {e.g., Office rent}   |          |           |          |                                |                                |                               |                                     |
|                          | .....   |          |           |          |                                |                                |                               |                                     |
|                          | {Training of the Client's<br>personnel – if required in TOR}            |          |           |          |                                |                                |                               |                                     |
| Total Costs              |   |          |           |          |                                |                                |                               |                                     |

Legend:

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

## Section 5. Eligible Countries

**In reference to ITC 6.3.2**, 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

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

### 2. Requirements

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

- 2.2 To this end, the Bank:

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

---

<sup>1</sup> 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.

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

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

## Section 7. Terms of Reference

### A. BACKGROUND:

The Government of Andhra Pradesh State (GOAP), under the Act of the Indian Parliament “Andhra Pradesh Reorganization Act -2014, is developing & implementing a world class Capital City “the Amaravati” strategically located between two major urban centers Vijayawada and Guntur. These development and implementation programs are financed from general state tax revenues and GOI’s fiscal assistance / transfers. The Government of Andhra Pradesh (GOAP) also borrows through GOI from international financial institutions, such as the World Bank, AIIB and domestic development banks for the purpose of development and implementation of Infrastructure works in “Amaravati” the New Capital City of Andhra Pradesh state.

The key institutions involved in the development & implementation of the New Capital City, “the Amaravati” are the Andhra Pradesh Capital Region Development Authority (APCRDA) and the Amaravati Development Corporation Limited (ADCL) governed by the GOAP’s Department of Municipal Administration and Urban Development (MA&UD). The APCRDA is the regulatory and planning authority for the entire capital region established for the purpose of planning, co-ordination, execution, supervision, financing, funding and for promoting and securing planned development. The ADCL is the development agency for the Capital City area and will implement urban infrastructure along proven urban planning principles to promote citizen well-being including creating active streets with open areas, pedestrian and cycling friendly pavements and public spaces, which encourage interaction within the Capital City area. There is flexibility in allocation of work and responsibility between APCRDA and ADCL.

As part of this endeavor, the Amaravati Development Corporation Limited (ADCL) (the “Authority” OR “Employer”) is now engaged in implementing the following works on EPC basis under Packages-XV in Amaravati, Andhra Pradesh state, India

- I. Design, Construction, Operation & Maintenance of Intake well with Pump house, Raw-water Rising Main, Water Treatment Plant (WTP) & Clear Water Reservoir (CWR) with Pump house, Clear Water Transmission Trunk Mains (Pressurized flow) and Water Distribution Centers like ELSRs (cushion tanks) and SUGR (Semi Under Ground reservoirs) with Pump house associated civil, mechanical, electrical, instrumentation works, Integration with entire water supply system & other ancillary works complete Automation with instrumentation & SCADA system and 10 years O&M including 2 years Defect Liability Period for Water supply System on EPC basis.

The objective of this assignment is to provide Consultancy services for appointment of Authority Engineer for Design Review & Construction Supervision, Quality Assurance and Technical Auditing of EPC works under Package-XV in Amaravati, Andhra Pradesh state, India.

The ADCL, therefore, wishes to procure Consultancy Services for implementation and supervision of EPC Works Contracts under Package XV being undertaken by EPC contractor for twelve (18) months Construction Period plus twenty-four (24) months Defects Liability Period (DLP).

## **B. Brief Description of the PROJECT:**

The project involves following construction works on **Engineering Procurement and Construction (EPC)** basis including operation and maintenance.

- I. Design, Construction, Operation & Maintenance of Intake well with Pump house, Raw-water Rising Main, Water Treatment Plant (WTP) & Clear Water Reservoir (CWR) with Pump house, Clear Water Transmission Trunk Mains (Pressurized flow) and Water Distribution Centers like ELSRs (cushion tanks) and SUGR (Semi Under Ground reservoirs) with Pump house associated civil, mechanical, electrical, instrumentation works, Integration with entire water supply system & other ancillary works complete Automation with instrumentation & SCADA system and 10 years O&M including 2 years Defect Liability Period for Water supply System on EPC basis.

Supervision consultant will be engaged as Authority Engineer for Design review and Construction and its allied activities in respect of these works. Procurement of this consultancy would follow the prevailing latest guidelines of the AP e procurement. Duration of supervision consultancy would be stipulated until the end of 2 years defect liability period after completion of 18 months construction period.

The appointed Authority Engineer (AE) has to consult and coordinate with the other agencies who are already appointed / to be appointed for project works in “Amaravati” by ADCL/ APCRDA.

The ‘Employer’ will be the AMARAVATI DEVELOPMENT CORPORATION LIMITED. The ‘Engineer’ in terms of the works contract to be eventually drawn up for the execution of the works will be the Consulting firm (AE) who would be directly responsible to the employer for implementation of the contract as per the contract stipulations.

## **C. Objectives**

The objectives of the proposed consultancy services are:

The Consultant as Authority Engineer shall Review Designs, Drawings and other submittals provided by EPC Consultant with respect to individual design and combination aspects duly verifying the probable clash of utility infrastructure, constructability, performance of the individual infra etc., and indemnify the employer from any serious laps / failure of the

Infra as individual and as a group including comprehensive implementation of project in accordance with the performance indicators and supervision of the project activities carried out by the EPC contractor to ensure complete compliance with respect to technical specifications and various stipulations contained in the Contract documents with high standards of quality assurance in supervision and in the execution of work and also Suggest the “Employer” suitable remedial measure for better longevity and performance of all the Infra that are being implemented by the Consultant (the Authority Engineer).

Create comprehensive and actionable Project KPIs with Right Matrix and Proper management of the EPC Civil Works Contracts in total confirmation to the performance criteria and its finalization when the completion occurs during the consultancy assignment.

To ensure implementation of the maintenance works during Defects Liability Period (DLP) in strict conformity to the minimum performance requirement, which shall also include without limitation, repair & rectification of the defects and deficiencies as specified under contractor’s scope of work.

Comprehensive reporting of Compliance / Noncompliance of all the activities of the Contractor.

To carry out condition survey of the entire project reach including structures as per IRC / MoRT&H guidelines and submission of a detailed report. To carry out a Safety Audit of the Project Reach through a qualified & experienced Road Safety Auditor (CV to be approved by “Employer”) and submission of a report with cost effective measures.

To prepare detailed estimate, designs & drawings of Civil Contracts works and maintenance works during Defects Liability Period (DLP) of the scope based on above studies/ surveys/ audits and to update inventory of Road, Structures & WTP.

#### **D. Scope**

These Terms of Reference (the “**TOR**”) for the Authority Engineer are being specified pursuant to the EPC Agreement dated ..... (the “**Agreement**”), which has been/ will be entered into between the Employer and ..... (the “**Contractor**”) for the following packages. Copies of the agreements are annexed hereto and marked as Annex-A to form part of this TOR.

- I. Design, Construction, Operation & Maintenance of Intake well with Pump house, Raw-water Rising Main, Water Treatment Plant (WTP) & Clear Water Reservoir (CWR) with Pump house, Clear Water Transmission Trunk Mains (Pressurized flow) and Water Distribution Centers like ELSRs (cushion tanks) and SUGR (Semi Under Ground reservoirs) with Pump house associated civil, mechanical, electrical, instrumentation works, Integration with entire water supply system & other ancillary works complete Automation with instrumentation & SCADA

system and 10 years O&M including 2 years Defect Liability Period for Water supply System on EPC basis.

1.1 The TOR shall apply to construction and operation & maintenance of the Project.

## **2. Definitions and interpretation**

2.1 The words and expressions beginning with or in capital letters and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be reference to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this TOR.

## **3. General**

3.1 The Authority Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

3.2 In all day-to-day matters in respect of implementation of this assignment, the Consultant shall report to the ADCL after due concern from the ADCL, Authority Engineers shall take the appropriate decision on all approvals.

3.3 The Authority Engineer shall perform the duties and exercise the Authority in accordance with the provisions of this Agreement and in close coordination with ADCL, but subject to obtaining prior written approval of the Employer/Client before determining:

- (a) any Time Extension.
- (b) Any additional cost to be paid by the Employer to the Contractor;
- (c) The Termination Payment;
- (d) Any other matter which is not specified in (a), (b) or (c) above and which creates an obligation or liability on either Party for a sum exceeding Rs. 5,00,000 (Rs. Five lakh.)

3.4 The Authority Engineer shall submit regular periodic reports, at least once every month, to the ADCL in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority Engineer within 10 (ten) days of the beginning of every month.

3.5 The Authority Engineer shall inform the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel;

provided, however, that it shall not delegate the Employer to refer any matter for the Employer's prior approval in accordance with the provisions of Clause 18.2 EPC Agreement.

- 3.6 The Authority Engineer shall aid and advise the Employer on any proposal for Change of Scope under Article 13.
- 3.7 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Authority Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.
- 3.7 The Authority Engineer shall check, approve / reject, record as the case may be, inter alia, Quality of material used in the works, Equipment and Methods of Construction, Construction works being carried out in the project site.
- 3.8 The Authority Engineer shall work closely, assist and coordinate with-
- i. Third Party Quality Inspection Institution appointed by ADCL.
  - ii. Programme & Project Management Consultant (CH2M Hill) appointed by APCRDA.
  - iii. Master Plan (SIIMP) Consultant (AARVEE-GIIC) appointed by ADCL & APCRDA.
- 3.9 The Authority Engineer shall In parallel with ADCL authorized engineer, Physically Check measure the work completed, Record in Measurement Book (MB), Certify the Measurements & Contractor's Bill statements, Recommend Payment and Submit to CMD /CE of ADCL ...all within 7days from the date of Invoice submission by Contractor to PMC.
- 3.10 The Authority Engineer shall assist, coordinate and follow-up with Line Departments & other Agencies, if so needed, until the issues resolved with respect to project stretches & ROWs (viz., Land Acquisition, shifting of underground utilities, EIA/ EMP, Public Consultations etc.,) in AP Government, Central Government, NGOs, all divisions of ADCL and APCRDA.
- 3.10 The Authority Engineer shall create a comprehensive and actionable Project KPIs with right matrix, which are measurable indicators that help to track Project's performance.

#### **4. Construction Period**

- 4.1 During the Construction Period, the Authority Engineer shall review the Drawings furnished by the Contractor along with supporting data, including the

geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Safety Consultant in accordance with the provisions of Clause 10.1.6 of EPC Agreement. The Authority Engineer shall complete such review and send its observations to the Employer and the Contractor within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards. During the Construction Period, the Authority Engineer shall review the BIM execution plan (BEP), BIM-3D models, Schedule-Q of EPC agreement. The Employer Engineer shall coordinate the use of BIM for each package and ensure the appropriate implementation of BIM Execution Plan between Contractor, Employer. Authority Engineer shall ensure on-going compliance and continuous improvement of any and all other responsibilities or functions as required in the BIM Execution Plan as per agreed protocols for model management such as, but not limited to, the following:

- i) Model origin, coordinate systems and unit of measurement,
  - ii) Model naming and
  - iii) Facilitating model coordination exercise or meeting (including clash analysis)/and issue periodic clash detection reports. Authority Engineer shall collect incoming models, coordinate submission and exchange of BIM models, log incoming models, validate that files are complete and usable and in compliance with the applicable protocols and/or the BIM Execution Plan and maintain record copy of each file received. Authority Engineer shall privilege to review the construction sequence analysis (4-D), cost (5-D) BIM model(s) and final as-built BIM model(s) for the proposed works submitted by the contractor.
- 4.2 The Authority Engineer shall review any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings. The review of drawing should be authenticated by Authority Engineer in close coordination with ADCL.
- 4.3 The Authority Engineer shall review the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor within a period of 21 (twenty- one) days stating the modifications, if any, required thereto.
- 4.4 The Authority Engineer shall review the Health, Safety and Environment plan submitted by the Contractor as per the provision of Schedule R of EPC Agreement and shall convey its comments to the Contractor within a period of 21 (twenty-one) days stating the modifications, if any, required thereto.
- 4.5 The Authority Engineer shall complete the review of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the



proposed methodology from the Contractor.

- 4.6 Authority Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Employer and the contractor within 7 (seven) days of receipt of such report in accordance with the Schedule S of EPC Agreement.
- 4.8 The Authority Engineer shall inspect the Construction Works and the Project works and shall submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Authority Engineer shall include in its Inspection Report, the compliance of the recommendations made by the Safety Consultant.
- 4.9 The Authority Engineer shall conduct the pre-construction review of manufacturer's reports and standard samples of manufactured Materials, and such other Materials as the Authority Engineer may require.
- 4.10 For determining that the Works conform to Specifications and Standards, the Authority Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 4.10, the tests specified in the CPHEEO Manual and other relevant codes and standards for services and Buildings shall be deemed to be tests conforming to Good Industry Practice for quality assurance.
- 4.11 The Authority Engineer shall test check 100(hundred) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.
- 4.12 The timing of tests referred to in Paragraph 4.9, and the criteria for acceptance/rejection of their results shall be determined by the Authority Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- 4.13 In the event that results of any tests conducted under Clause 11.10 establish any Defects or deficiencies in the Works, the Authority Engineer shall require the Contractor to carry out remedial measures.
- 4.14 The Authority Engineer may instruct the Contractor to execute any work which is urgently required for the safety of the Project works, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 of EPC Agreement shall apply.

- 4.15 In the event that the Contractor fails to achieve any of the Project Milestones, the Authority Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Authority Engineer shall review the same and send its comments to the Employer and the Contractor forthwith.
- 4.16 The Authority Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.4 of EPC Agreement.
- 4.17 Authority Engineer may recommend to the Employer suspension of the whole or part of the Works if the work threatens the safety of the Users and pedestrians. After the Contractor has carried out remedial measure, the Authority Engineer shall inspect such remedial measures forthwith and make a report to the Employer recommending whether or not the suspension hereunder may be revoked.
- 4.18 In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and users, and requires the Authority Engineer to inspect such works, the Authority Engineer shall inspect the suspended works within 3 (three) days of receiving such notice, and make a report to the Employer forthwith, recommending whether or not such suspension may be revoked by the Employer.
- 4.19 The Authority Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate or Provisional Certificate as the case may be. For carrying out its functions under this Paragraph 4.18 and all matters incidental thereto, the Employer's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K.

## **5. Operation and Maintenance (O&M) Period**

- 5.1 The Authority Engineer shall aid and advise the Contractor in the preparation of its monthly Operation and Maintenance Programme and for this purpose carry out a joint monthly inspection with Contractor.
- 5.2 The Authority Engineer shall undertake regular inspections, at least once every month to evaluate compliance with the Operation and Maintenance Requirements and submit monthly Operation and Maintenance report to the Employer and the Contractor.
- 5.3 The Authority Engineer shall specify the tests, if any, that the Contractor shall

carry out, or cause to be carried out, for the purpose of determining that the Project is in conformity with the Operation and Maintenance Requirements. It shall monitor and review the results of such tests and remedial measures, if any, taken by the Contractor in this behalf.

- 5.4 In respect of any defect or deficiency referred to in Appendix E-1 of Schedule-E, the Authority Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 5.5 The Authority Engineer shall examine the request of the Contractor for closure of any project component or unit for undertaking maintenance/repair thereof, and shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Contractor. Upon expiry of the permitted period of closure, the Authority Engineer shall monitor the resuming of the project component or unit and in case of delay, determine the Damages payable by the Contractor to the Employer under Clause 14.5 of EPC Agreement.

## **6. Determination of costs and time**

- 6.1 The Authority Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- 6.2 The Authority Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.
- 6.3 The Authority Engineer shall consult each Party in every case of determination in accordance with the provisions of Clause 18.5 of EPC Agreement.

## **7. Payments**

- 7.1 The Authority Engineer shall withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Authority Engineer in accordance with the provision of Clause 10.2.4 (d) of EPC Agreement.
- 7.2 Authority Engineer shall:
  - a) within 7 (Seven) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, determine the amount due to the Contractor and recommend the release of 80 (eighty) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and
  - b) within 15 (fifteen) days of the receipt of the Stage Payment

Statement referred to in Clause 19.4, deliver to the Employer and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause 19.10 of EPC Agreement.

7.3 The Authority Engineer shall, within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6 of EPC Agreement, verify the Contractor's monthly statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.

7.4 The Authority Engineer shall certify final payment within 30 (thirty) days of the receipt of the final payment statement of Operation and Maintenance in accordance with the provisions of Clause 19.16 of EPC Agreement.

## **8. Other duties and functions**

8.1 The Authority Engineer shall perform all other duties and functions as specified in the Agreement.

## **9. Miscellaneous**

9.1 A copy of all communications, comments, instructions, Drawings or Documents sent by the Authority Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Authority Engineer thereon, shall be furnished by the Authority Engineer to the Employer forthwith.

9.2 The Authority Engineer shall retain at least one copy each of all Drawings and Documents received by it, including "As built" Drawings and keep them in its safe custody.

9.3 Within 90 (ninety) days of the Project Completion Date, the Authority Engineer shall obtain a complete set of "As built" Drawings in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Employer, reflecting the Project works as actually designed, engineered and constructed, including an As built survey illustrating the layout of the Project Components/units and setback lines, if any, of the buildings and structures forming part of project Facilities; and shall hand them over to the Employer against receipt thereof.

9.4 The Authority Engineer, if called upon by the Employer or the Contractor or both, shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.

9.5 The Authority Engineer shall inform the Employer and the Contractor of any event of Contractor's Default within one week of its occurrence.

## **10. Performance Clause**

- 10.1 Authority Engineer shall be expected to fully comply with all the provisions of the “Terms of Reference”, and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the EPC Agreement and other schedules. Any failure of the Authority Engineer in notifying to Employer and the Contractor on non-compliance of the provisions of the EPC Contract Agreement and other schedules by the EPC Contractor, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.
- 10.2 The Authority Engineer shall appoint its authorized representative, who shall issue on behalf of the Authority Engineer, the Provisional Completion Certification and Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by Employer. The Authority Engineer shall take prior approval of Employer before issuing Provisional Completion Certification and Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

## 11. Consultant’s Proposal

- 11.1 List of key personnel to be fielded by the Consultants shall be as below:

- i. Team Leader.
- ii. Senior Quantity Surveyor.
- iii. Senior Material cum Geotechnical Engineer
- iv. Senior Operations and Maintenance Engineer
- v. Water treatment Engineer
- vi. Structural Engineer
- vii. Electrical Engineer
- viii. Mechanical Engineer
- ix. Instrumentation & Control, Automation Engineer
- x. Building Engineer

- 11.2 Broad job-description and minimum qualification for key personnel mentioned above is enclosed as **Enclosure–B**. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience. All the CV’s of the personals mentioned in Para 5.3 (iii) of Data Sheet shall be evaluated at the time of evaluation of technical proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorised signatory for the Consultant. The key personnel shall also certify at the end of their bio-data proforma that they have not left any of the Employer works without completing of their assignment and have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the Authority

Engineer, if the Project is awarded. In case the key personnel leaves the assignment without approval of Employer, Employer would be at liberty to take any appropriate action against that key personnel including debarment.

- 11.3 In addition to above, consultants are required to propose other key personnel, sub- professional staff and other field engineers as detailed in **Enclosure-A** and the minimum qualification requirements for the same is enclosed in **Enclosure-B**.

## 12. Period of Services

12.1 The services of an Authority Engineer will be in phases as per Contract Agreement.

- 12.1.1 The appointment of the Employer's Engineer shall initially be as per details given below.

| Period of service<br>(in months) | Construction period<br>(in months) | DLP Period<br>(in months) |
|----------------------------------|------------------------------------|---------------------------|
| 18+ 24 Months                    | 18                                 | 24                        |

The proposed manpower deployment for this period shall be matching the activities to be performed during the said period. The time frame for services during the deployment of key personnel during this period shall be as shown in **Enclosure A**.

## 13. Performance Security

- 13.1 The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 2.5% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 2 months beyond the expiry of the Contract period. The BG shall be in the format specified in Appendix I of draft contract form and furnished from a Nationalised Bank, IDBI or ICICI Bank/Foreign Bank/EXIM Bank/Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalised Bank in India. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.

## 14. Recoveries /Reductions /Penalties with respect to performance

The following Recovery of Penalties shall be made from Monthly Invoices, in any case of unsatisfactory performance of Consultant, including but not limited to:

- (i) Recovery of Rs. 10,000/- or 0.5% of the monthly amount (whichever is higher) payable in case of inordinate delays in certification of IPC.
- (ii) Recovery of Rs. 20,000/- per instance in case of failure to submit quarterly report on the variations likely to take place in the next quarter.
- (iii) Recovery of Rs. 10,000 per day per key staff for non-availability of key staff for more than 10 days.
- (iv) Reduction in Remuneration of staff towards replacements shall be 10%, 20% and 30% for 1st replacement, 2nd replacement and 3rd replacement respectively. A max. of only 3 (three) turnovers with above penalties per position is allowed.
- (v) In addition, the Client may apply other remedies including encashing fully or partially performance security in case of unsatisfactory performance of Consultant.

**15. ESHS Services Scope:** The ESHS related services include but are not limited to:

1. Ensure that the Contractor's ESHS performance is in accordance with good international industry practice and delivers the Contractor's ESHS obligations.
2. Review and approve the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions (not less than once every 6 months);
3. Review and approve ESHS provisions of method statements, implementation plans, GBV/SEA prevention and response action plan, drawings, proposals, schedules and all relevant Contractor's documents;
4. Review and consider the ESHS risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;
5. Undertake audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities related to the Works, to verify the Contractor's compliance with ESHS requirements including its GBV/SEA obligations, with and without contractor and/or client relevant representatives, as necessary, but not less than once per month.
6. Undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ESHS related documentation, as necessary, to confirm the Contractor's compliance with ESHS requirements;
7. Agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ESHS obligations;
8. Ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ESHS obligations;
9. Check that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations;

10. Review and critique, in a timely manner, the Contractor's ESHS documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;
11. Undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ESHS issues;
12. Establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g of those reporting allegations of GBV/SEA.
13. Ensure any GBV/SEA instances and complaints that come to the attention of the consultant are registered in the grievance redress mechanism



**Enclosure-A: Man-Months Input for Key and other Professional Staff**

| Sr.                                       | Key Personnel                                       | Man-month in Construction period of 18 months | Man-month in Maintenance /Defect Liability period of 24months |
|---|---|---|---|
| <b><u>A: Key Personnel</u></b>            |   |   |   |
| 1.  | Team Leader   | 18  | 6   |
| 2.  | Senior Quantity Surveyor                            | 18  | 3   |
| 3.  | Senior Material cum Geotechnical Engineer           | 18  | 3   |
| 4.  | Senior Operations and Maintenance Engineer          | 3   | 12  |
| 5.  | Process Engineer / Water Treatment Plant Specialist | 9   | 3   |
| 6.  | Structural Engineer                                 | 6   | -   |
| 7.  | Electrical Engineer                                 | 6   | 3   |
| 8.  | Mechanical Engineer                                 | 6   | 3   |
| 9.  | Instrumentation & Control, Automation Engineer      | 6   | 3   |
| 10.                                       | Building Engineer                                   | 18  | -   |
|   | Sub Total   |   |   |
| <b><u>B: Other Professional Staff</u></b> |   |   |   |
| 1.  | Environment, Health and Safety Engineer             | 18  | 3   |
| 2.  | Quantity Surveyor                                   | 18  | -   |
| 3.  | Lab Technician (Civil)- 2 no                        | 2 x 18  | 2 x 3   |
| 4.  | Lab technician ( O&M) -3 nos                        | 3 x 3   | 3 X 24  |
| 5.  | MEP engineer-                                       | 4   | -   |
| 6.  | QA/QC Engineer                                      | 18  | -   |
| 7.  | Survey Engineer -.                                  | 18  | -   |
| 8.  | Site engineer-3 nos                                 | 3 x 18  | 3 x 3   |
| 9.  | BIM and CAD Manager                                 | 18  | 3   |
| 10.                                       | Operation & Maintenance Engineer-3Nos.              | 3x3   | 3x24  |
|   | Sub Total   |   |   |

Note: The qualification and experience of other Professional staff would not be accounted in the evaluation. However, Consultant shall have to get their CVs approved from Employer before mobilization. The other inputs like support staff shall also be provided by the Consultant of an acceptable type commensuration with the roles and responsibilities of each position.

**Enclosure-B: Qualification of Key Personnel****1) Team Leader**

The Team Leader will be at the project site on a full time basis throughout the period of the design and construction supervision services. He will be overall in-charge of the design including issue of Good for Construction (GFC) drawings, and supervision of the construction package including commissioning and approval of “As built” Drawings. He shall act as Representative of the consulting firm appointed by the Employer. His duties will involve overall superintendence over the all experts/staff of the construction package. He will guide, monitor, supervise and control all the activities related to supervision for the construction package including commissioning. He will interact with the Employer ADCL and the other officials of the ADCL for the successful implementation of the Project works.

He should have the following qualification and experience.

**(i) Essential Qualifications.**

- (a) Graduate in Civil / Mechanical/ Environmental Engineering from recognized university with an overall experience of minimum 20 years.
- (b) Total Professional Experience of 15 years in handling Water treatment and Industrial Wastewater treatment Projects
- (c) Experience of at least one project as Team Leader/Resident Engineer/Project Manager or similar capacity in detailed design of Water/ Sewage Treatment Projects.
- (d) Experience of at least one project as Team Leader/Resident Engineer/Project Manager or similar capacity in detailed design of Industrial Waste Water Treatment Projects upto tertiary treatment.
- (e) He should have handled as Team Leader/Resident Engineer/Project Manager or similar capacity of at least Two Water and Industrial Waste Water Treatment projects in Construction Supervision and commissioning.
- (f) Experience of design and construction of at least one plant with Reverse Osmosis (RO) system

**(ii) Preferential Qualifications.**

- (a) Post Graduate Degree in Civil Engineering/Environmental Engineering/Hydraulics/ Public Health Engineering / Construction Management.
- (b) International experience of Water and Wastewater Projects
- (c) Supervised Urban Infrastructure projects including Industrial Wastewater treatment plants.

**Note:**

- (1) Similar Capacity includes the following positions
  - a. On behalf of Consultant: Team Leader / (Construction Supervision / IE /AE).

- b. On behalf of Contractor: Project Director/ Sr. Project Manager (Construction / Construction Supervision) at minimum General Manager Level
- c. In Government Organizations: Superintending Engineer (or equivalent) and above.

## 2) Senior Quantity Surveyor

He will be reporting to the Team Leader and give input as and when required during the work. He will provide necessary guidance to the Quantity Surveyor, and shall issue directions/procedures/formats of reporting to the Quantity Surveyor. His responsibilities will be in the areas of quantity surveying/processing of the invoices etc. He will also act as a contract specialist for the construction package. He will be responsible for taking all measures required to control the project cost and time over-runs. He will examine the claims of the contractor, variation orders, if any, and will approve the progress reports as per the project requirements. He will approve the measurement of all items of works executed in different stages for payment purpose prepared by Quantity Surveyor.

He should have the following qualification and experience.

### (i) **Essential Qualifications.**

- (a) Graduate in Civil Engineering from recognized university.
- (b) Total Professional Experience of 15 years in handling Infrastructure & Water And Wastewater Treatment Plant Projects
- (c) At least 5 years' experience as Quantity Surveyor in Water and Wastewater Treatment Plant Projects
- (d) He should have handled at least two projects as Quantity Surveyor in Construction / Construction Supervision of Water and Wastewater Treatment Plant Projects.

### (ii) **Preferential Qualifications.**

- (a) Post Graduate Degree / certificate course in Construction Management/ Contract management.

## 3) Senior Materials cum Geotechnical Engineer

He will be responsible for supervising all the tests (e.g. testing of soil samples, material tests etc) to be done in different stages of construction, beside ensuring that specified tests are done as per stipulations in the relevant Codes and as per the specifications laid down in the schedules of the EPC Contract for the construction packages for all the different stages of construction. He will be coordinating and controlling the support personnel placed with him and will report to the Team Leader /Employer's representative as and when required. He will be responsible for approval of all the source of raw materials, soil samples, geotechnical

reports, testing for concrete and steel, equipment and instruments required for construction, commissioning and O&M of works.

He should have the following qualification and experience.

**(i) Essential Qualifications.**

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of 15 years in construction / Construction Supervision of Infrastructure and Water & waste water treatment Plants
- (c) Experience as Material Engineer in Construction/Construction Supervision of at least 3 Water & waste water treatment plant projects.
- (d) Must be familiar with material property of construction material, technical specifications and procedures of material tests and testing equipment's, testing of soil samples, preparation of geotechnical reports etc.

**(i) Preferential Qualifications.**

- (a) Post Graduate Degree in Geotechnical/ Soil engineering.

**4) Senior Operation and Maintenance Engineer**

He will be responsible for continuous running of the plant in coordination with the Contractor's Operation and Maintenance team and overall superintendence of Operations and maintenance engineers. He must be well conversant with the civil, electrical, mechanical and instrumentation works for fully automated Water Treatment Plants, Sewage Treatment Plants, Common Effluent treatment plants, Sewage and Effluent pumping stations, underground/ ground level reservoirs and its pumping stations, project facilities. He will also coordinate with the treatment expert, structural, electrical and mechanical engineers, instrumentation and control engineers and the Contractor's Expert to ensure the design accuracy and control the implementation of the design during construction stage. He shall ensure that the operation and maintenance of the Project is in conformity with the Operation and Maintenance Requirements. He shall be responsible for monitoring and reviewing the results of all tests and remedial measures, if any, taken by the Contractor. He will be responsible for approval of all tools and tackles, spares, equipment and instruments required for commissioning and O&M of works. He shall be responsible for all the operation and maintenance reports, review and approval of O&M manuals and regular updating of O&M manuals. He will also envisage the preventive maintenance during the O&M period and direct the Contractor accordingly.

He should have the following qualification / experience.

**(i) Essential Qualifications.**

- (a) Graduate in Civil/Mechanical/ Electrical engineering from a recognized University.

- (b) Professional Experience of 15 years in handling Infrastructure & Water And Wastewater Treatment Plant Projects
- (c) 10 years' experience in operation and maintenance of Water and Wastewater Treatment projects with automation.
- (d) Must be familiar with modern trends in operation of Water and Wastewater Treatment plants and pumping stations and latest Indian and International standards, technical specifications and automated operation of plants and pumping stations with PLC and SCADA system.
- (e) Experience in similar capacity in operation and maintenance of 3 treatment plants having capacity more than 50 MLD.
- (f) Experience of O&M of at least one plant with Reverse Osmosis (RO) system.

### **5) Water Treatment Engineer**

He will be responsible for the review and approval of the water treatment process and hydraulic designs, layout, general arrangement drawings, process flow and hydraulic flow diagrams for Water Treatment Plant, underground/ ground level reservoirs and its pumping stations, project facilities. He will also coordinate with the Structural, Mechanical, Electrical and Instrumentation engineers and the Contractor's Expert to ensure the design accuracy and control the implementation of the design during construction stage.

He should have the following qualification / experience.

#### **(i) Essential Qualifications.**

- (a) Graduate in Civil Engineering/ Chemical Engineering/Environmental Engineering or Post Graduation in Environment science from a recognized University.
- (b) Professional Experience of 15 years in handling Infrastructure & Water And Wastewater Treatment Plant Projects
- (c) 10 years' experience in Design of water treatment projects.
- (d) Must be familiar with modern trends in design and construction of water and industrial wastewater treatment plants and latest Indian and International design standards, technical specifications and automated operation of treatment plants with PLC and SCADA system for design and construction of different components of treatment plants, pumping stations etc.
- (e) Experience in similar capacity in construction supervision/ operation and maintenance of 3 treatment plants having capacity more than 50 MLD.
- (f) Experience of design of at least one plant with Reverse Osmosis (RO) system

#### **(ii) Preferential Qualifications.**

- (a) Post Graduate Degree in Public Health Engineering/ /Chemical engineering/ Environmental Engineering.

## 6) Structural Design Engineer

He will be responsible for review and approval of design of all RCC and steel structures for Water Treatment Plant, Sewage Treatment Plant, Common Effluent treatment plant, Sewage and Effluent pumping stations, underground/ ground level reservoirs and pumping stations, project facilities. For this purpose, he will work in close coordination with the Sr. Material cum Geotechnical Engineer, Water and Wastewater Treatment Engineer, Mechanical Engineer, Electrical Engineer, Instrumentation & Control Engineer, Building Engineer and the Contractor's Expert to effectively Control the quality of execution. He will be responsible for minor modifications in design, whenever required during execution.

He should have the following qualification / experience.

### (i) Essential Qualifications.

- (a) Post Graduate in Structural Engineering from a recognized University.
- (b) Total Professional Experience of 10 years in handling Infrastructure & Water And Wastewater Treatment Plant Projects.
- (c) 10 years' experience in Detailed Design/ design review of RCC and steel structures for water and wastewater treatment projects.
- (d) Must be familiar with modern trends of construction of water and wastewater Treatment plants and water retaining structures, National and International design standards, technical specifications for construction of different component of treatment plants, pumping stations and reservoirs.
- (e) Experience in similar capacity in supervision/ proof checking of 2 treatment plants having capacity more than 50 MLD

## 7) Electrical Engineer

He will be responsible for review and approval of design of all electrical requirements for Water Treatment Plant, Sewage Treatment Plant, Common Effluent treatment plant, Sewage and Effluent pumping stations, Master balancing reservoirs and pumping stations, project facilities. He will also coordinate with the water and waste water treatment engineer, structural, mechanical, instrumentation and Senior Material cum Geotechnical engineer and the Contractor's Expert to ensure the design accuracy and control the implementation of the design during construction stage. He will be responsible for minor modifications in design whenever required during execution.

He should have the following qualification / experience.

### (i) Essential Qualifications.

- (a) Graduate in Electrical engineering from a recognized University.
- (b) Professional Experience of 10 years in handling Infrastructure & Water and Wastewater Treatment Plant Projects.

- (c) 7 years' experience in Design and construction of water and wastewater treatment projects.
- (d) Must be familiar with modern trends in design and construction of water and wastewater treatment plants and pumping stations and latest Indian and International design standards, technical specifications and automated Operation of plants with PLC and SCADA system for construction of different electrical components of treatment plants
- (e) Experience in similar capacity in supervision of 2 treatment plants having capacity more than 50 MLD

#### **8) Mechanical Engineer**

He will be responsible for review and approval of design of all mechanical requirements for Water Treatment Plant, Sewage Treatment Plant, Common Effluent treatment plant, Sewage and Effluent pumping stations, Master balancing reservoirs and pumping stations, project facilities. He will also coordinate with the treatment engineer, structural, electrical instrumentation and Senior Material cum Geotechnical Engineer and the Contractor's Expert to ensure the design accuracy and control the implementation of the design during construction stage. He will be responsible for minor modifications in design whenever required during execution.

He should have the following qualification / experience.

##### **(i) Essential Qualifications.**

- (a) Graduate in Mechanical engineering from a recognized University.
- (b) Professional Experience of 10 years in handling Infrastructure & Water and Wastewater Treatment Plant Projects.
- (c) 7 years' experience in Design and construction of water and wastewater treatment projects.
- (d) Must be familiar with modern trends in design and construction of water and wastewater treatment plants and pumping stations and latest Indian and International design standards, technical specifications and automated operation of plants with PLC and SCADA system.
- (e) Experience in similar capacity in supervision of 2 treatment plants having capacity more than 50 MLD with installation of RO system in at least one treatment plant.

#### **9) Instrumentation & Control, Automation Engineer**

He will be responsible for review and approval of the process and instrumentation requirements for fully automated Water Treatment Plant, Sewage Treatment Plant, Common Effluent treatment plant, Sewage and Effluent pumping stations, Master balancing reservoirs and its pumping stations, project facilities. He will also coordinate with the treatment engineer, structural, electrical and mechanical engineer, Senior Material cum Geotechnical Engineer and the Contractor's Expert to ensure the design accuracy and control the implementation

of the design during construction stage. He will be responsible for minor modifications in design whenever required during execution.

He should have the following qualification / experience.

**(i) Essential Qualifications.**

- (a) Graduate in Instrumentation engineering from a recognized University.
- (b) Professional Experience of 10 years in handling Infrastructure & Water and Wastewater Treatment Plant Projects.
- (c) 7 years' experience in Design and construction of water and wastewater treatment projects with automation.
- (d) Must be familiar with modern trends of design and construction of water and wastewater treatment plants and pumping stations and latest Indian and International design standards, technical specifications and fully automated operation of plants and pumping stations with PLC and SCADA system
- (e) Experience in similar capacity in supervision of 2 fully automated treatment plants having capacity more than 50 MLD

**10) Building Engineer**

He will be responsible for all the civil, MEP (Mechanical-Electrical –Plumbing) and HVAC works for all the buildings i.e. admin building, filter house, pump houses, security room etc. he should coordinate with the structural engineer, Senior Material cum Geotechnical engineer, Senior quantity Surveyor, treatment engineer, mechanical, electrical and instrumentation engineer and the Contractor's staff.

**(i) Essential Qualification**

- (a) The Candidate should be Graduate in Civil Engineering with 12 year experience.
- (b) He should have handled construction of 2 Public Buildings (at least G+2) for at least 6 years.

**OTHER PROFESSIONAL (To be evaluated for their suitability by Employer's Representative, before deployment)**

**1) Environmental, Health and Safety (EHS) Engineer**

The EHS engineer shall be responsible for maintaining the proper environmental conditions in the construction site during the construction and O&M period. He shall also direct the Contractor to ensure maintaining the proper health and hygienic conditions of the workers (e.g. providing potable water supply, sanitation, drainage facilities, odor control etc) during the construction and O&M period. The EHS engineer shall also be responsible for the overall Construction Safety Aspect of the Project. He shall ensure that safety provisions are followed in the site by the Contractor as per relevant codes and "Manual for Construction Procedures (including Quality Health



Safety Environmental Procedures)” provided as part of the tender. He shall ensure that approved safety manual from EPC Contractor is prepared according to provision of EPC Agreement and are strictly followed at site during Construction of treatment plants and allied works. The EHS engineer needs to submit monthly report on EHS to employer during construction and operation & maintenance period.

**(i) Essential Qualification**

- (a) He should be Graduate in Civil / Mechanical / Environmental Engineering/ Environmental Science.
- (b) He should have professional experience of more than 10 years.
- (c) He should have minimum 5 years’ experience in Construction Works of Treatment plants, Pumping Stations
- (d) He should have handled 2 Construction projects as safety Expert.

**(ii) Preferential Qualifications.**

Diploma / Certificate in Occupational Health and Safety / Occupational Hygiene/ equivalent.

**2) Quantity Surveyor**

He will be reporting to the Senior Quantity Surveyor in day to day working and shall abide by the directions/procedures/formats of reporting and approvals settled by the Sr. Quantity Surveyor. His responsibility will be in the areas of quantity surveying /processing of the invoices etc. He will be responsible for reporting all measures required to control the project cost and time over-runs. He will examine the claims of the contractor, variation orders, if any, and will prepare the progress reports as per the project requirements. For the purpose, he will be required to get the levels and quantity measurements checked in all items of works executed in different stages for calculations required for payment purpose.

**(i) Essential Qualification**

- (a) The candidate should be a graduate in Civil Engineering with relevant experience in the field of estimating, preparation and processing of the invoices, analysing rates, checking survey details etc. of the projects.
- (b) He should have about 8 years of relevant professional experience involving resource planning and scheduling, quantity survey, cost control, contract management etc.
- (c) Diploma holders with longer relevant experience of about 12 years could also be considered. He must have worked as Quantity Surveyors for at least 4 years in any water and wastewater treatment projects.

**3) Lab Technician (Civil)**

He will be reporting to the Senior Material cum Geotechnical engineer. He will be

responsible for and ensure the testing of all construction materials, soil sample testing, equipment, machineries, instruments etc by the Contractor/ third party as per the Schedule-K and Schedule –E of the tender. He will check the tests and test results for all the materials and equipment as tested by the Contractor/ third party.

**(i) Essential Qualification**

- (a) He should be at least Diploma-holder in civil engineering with about 5 to 6 years of experience in handling the quality control tests laboratories and the relevant experience in the field of testing of water and wastewater projects

**4) Lab Technician (O&M)**

He will be reporting to the Senior O&M engineer. He will be responsible for and ensure the regular testing and reporting of all inlet and outlet parameters by the Contractor/ third party as per the Schedule-K and Schedule – E of the tender. He will check the tests and test results for all the inlet and outlet parameters as tested by the Contractor/ third party.

**(ii) Essential Qualification**

- (a) He should be at least Science Graduate (Chemistry) with about 5 to 6 years of experience in handling the chemical/ biochemical/bacterial tests laboratories in the field of testing of water and wastewater projects

**5) MEP Engineer**

He will be reporting to the Building Engineer. He will be responsible for all the civil, MEP (Mechanical-Electrical –Plumbing) and HVAC works for all the buildings i.e. admin building, filter house, pump houses, security room etc. he should coordinate with the structural engineer, Senior Material cum Geotechnical engineer, Senior quantity Surveyor, treatment engineer , mechanical, electrical and instrumentation engineer and the Contractor's staff.

**(ii) Essential Qualification**

- (a) The Candidate should be Graduate in Civil/Mechanical Engineering with 10 year experience.
- (b) He should have handled MEP work for Public Building (at least G+2) Projects for at least 6 years.

**6) QA/QC Engineer**

He will report to the Senior Material cum Geotechnical engineer. He will be responsible for supervising all the tests to be done in different stages of construction, besides ensuring that specified tests are done as per stipulations in the relevant Codes and as per the specifications laid down in the schedules of the EPC Contract for the construction packages for all the different stages of construction.

He should have the following qualification / experience.

**(i) Essential Qualification**

- (a) The Candidate should be Graduate/Diploma in Civil Engineering with 10 year experience.
- (b) He should have minimum experience of 8 years as Quality Engineer in water and wastewater treatment plant projects
- (c) Experience as Material Engineer in Construction/Construction Supervision of at least 2 Water & waste water treatment plant projects.
- (d) Must be familiar with material property of construction material, technical specifications and procedures of material tests and testing equipment's.

**7) Survey Engineer**

He will report to the Team Leader. His main responsibility will be checking layout of centerline, layout of utilities, levels and profiles, contour maps etc. Apart from this, he shall also assist the Quantity Surveyor in preparation of invoices. He shall also be responsible for modifying survey data in case any modification is required in the design during execution.

**(i) Essential Qualification**

- (a) He should be having total professional experience of 10 years.
- (b) He should be a Graduate/Diploma civil engineer with experience of either 3 years for BE Civil or 6 years for Diploma in Civil in topographical survey works.
- (c) He should be conversant with modern survey equipment, total stations, auto level, digital level etc.
- (d) He should have worked in at least one infrastructure and water and wastewater treatment plant project.

**8) Site Engineer**

He must be well conversant with the civil, electrical, mechanical and instrumentation works for fully automated Water Treatment Plant, Sewage Treatment Plant, Common Effluent treatment plant, Sewage and Effluent pumping stations, Master balancing reservoirs and its pumping stations, project facilities. He will also coordinate with the treatment expert, structural, electrical and mechanical engineers, instrumentation and control engineers and the Contractor's Expert to ensure the design accuracy and control the implementation of the design during construction stage. He shall be monitoring and reviewing the results of all tests and remedial measures, if any, taken by the Contractor. He shall be responsible for daily operation of the plant, monitoring during the testing of the samples in accordance with the Schedule E of the tender packages.

He should have the following qualification / experience.

**(ii) Essential Qualifications.**

- (a) Graduate in Civil/ Mechanical engineering from a recognized University.
- (b) He should be having total professional Experience of 10 years.
- (c) 5 years' experience in construction of water and wastewater treatment projects with automation.
- (d) Must be familiar with modern trends in construction of water and wastewater treatment plants and pumping stations and latest Indian and International standards, technical specifications of plants and pumping stations with PLC and SCADA system.
- (e) Experience in similar capacity in construction of 2 treatment plants having minimum capacity of 10 MLD with at least one industrial waste water treatment plant.

**9) BIM (Building Information Modelling) Manager**

He will report to the Team leader. His responsibility will be to review the CAD and 3D drawings for the treatment plants and allied works and ascertain the interference of the different utilities and structures and any potential conflicts. He will also review the As built drawings. He will ensure that all the drawings will be in integration with GIS.

**(i) Essential Qualification**

- (a) The Candidate should be Degree/Diploma in Engineering with 10 years of professional experience.
- (b) He should have handled one project as a CAD Engineer/Expert.
- (c) He shall have GIS and CAD Certification.
- (d) Experience in Operating BIM software for Building/Road project or infrastructure works is required.
- (e) The candidate should be able and work on the Electronic Document Management system for coordination of reviews, approvals of drawings, documents, 3D submittals etc. using the system.

**10) Operation and Maintenance Engineer**

He must be well conversant with the civil, electrical, mechanical and instrumentation works for fully automated Water Treatment Plant, Sewage Treatment Plant, Common Effluent treatment plant, Sewage and Effluent pumping stations, Master balancing reservoirs and its pumping stations, project facilities. He will also coordinate with the treatment expert, structural, electrical and mechanical engineers, instrumentation and control engineers and the Contractor's Expert to ensure the design accuracy and control the implementation of the design during construction stage. He shall ensure that the operation and maintenance of the Project is in conformity with the Operation and Maintenance Requirements. He shall be monitoring and reviewing the results of all tests and remedial measures, if any, taken by the Contractor. He shall be responsible for daily operation of the plant, monitoring during

the testing of the samples in accordance with the Schedule E of the tender packages. He should have the following qualification / experience.

**(iii) Essential Qualifications.**

- (a) Graduate in Mechanical/ Electrical engineering from a recognized University.
- (b) He should be having total professional Experience of 10 years.
- (c) 5 years' experience in operation and maintenance of water and wastewater treatment projects with automation.
- (d) Must be familiar with modern trends in operation of water and wastewater treatment plants and pumping stations and latest Indian and International standards, technical specifications and automated operation of plants and pumping stations with PLC and SCADA system
- (e) Experience in similar capacity in operation and maintenance of 2 treatment plants having minimum capacity of 10 MLD.
- (f) Experience of O&M of at least one plant with Reverse Osmosis (RO) system.

**1. Client's Input and Counterpart Personnel**

- (a) Services, facilities and property to be made available to the Consultant by the Client: "None".
- (b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team: "will be intimated at time of Contract Agreement Signing".

**2. Environmental and Social Policy (Statement):**

The Works' policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Client is advised to consult with the World Bank to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term "child" / "children" means any person(s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy and reporting requirement.

As a minimum, the policy is set out to the commitments to:

1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;
2. provide and maintain a healthy and safe work environment and safe systems of work;
3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;
4. ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;
5. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children, and sexual harassment;
6. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;
7. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;
8. engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;
9. provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;
10. minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;
11. The policy should be signed by the SE /EE of the Client. This is to signal the intent that it will be applied rigorously.

### **3. Code of Conduct**

A satisfactory code of conduct will contain obligations on all Consultant's Experts that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years.

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing

- avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
  4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example, on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
  5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
  6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
  7. Violence, including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)
  8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
  9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
  10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
  11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
  12. Respecting reasonable work instructions (including regarding environmental and social norms)
  13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
  14. Duty to report violations of this Code
  15. Non-retaliation against personnel who report violations of the Code, if that report is made in good faith

The Code of Conduct should be written in plain language and signed by each Expert to indicate that they have:

1. received a copy of the code;
2. had the code explained to them;
3. acknowledged that adherence to this Code of Conduct is a condition of employment;

and

4. understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the code shall be displayed in the Engineer's office. It shall be provided in appropriate languages.



## **PART II**

### **Section 8. Conditions of Contract and Contract Forms**



**STANDARD FORM OF CONTRACT**

**Consultant's Services**  
Time-Based



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## **CONTRACT FOR CONSULTANT'S SERVICES Time-Based**

**Project Name** \_\_\_\_\_

**[Loan/Credit/Grant] No.** \_\_\_\_\_

**Assignment Title:** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**between**

\_\_\_\_\_  
*[Name of the Client]*

**and**

\_\_\_\_\_  
*[Name of the Consultant]*

**Dated:** \_\_\_\_\_



## I. Form of Contract

### TIME-BASED

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

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

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

#### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments Guarantee

Appendix F Code of Conduct (ESHS) [*Note to Client: to be included for supervision of civil works contracts*]

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; and Appendix F [*Note to Client: to be included for supervision of civil works contracts*]. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

\_\_\_\_\_  
[*Authorized Representative of the Consultant – name and signature*]

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

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

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture]*

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



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

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

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

## **2. Relationship between the Parties**

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

## **3. Law Governing Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## **4. Language**

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Fraud and Corruption** 8.1 Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees** 8.2 The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse



weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

**b. No Breach of Contract**

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

**c. Measures to be Taken**

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

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

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

## **18. Suspension**

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

## **19. Termination**

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

### **a. By the Client**

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;

- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

**b. By the Consultant**

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit

inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

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

**e. Payment upon Termination**

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

**a. Standard of Performance**

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

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

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

**b. Law  
Applicable to  
Services**

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

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

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

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

**21. Conflict of Interest**

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement

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

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

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

**c. Prohibition of Conflicting Activities**

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

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

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

**22. Confidentiality**

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**23. Liability of the Consultant**

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

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

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

been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,  
Inspection and  
Auditing**

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

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

**26. Reporting  
Obligations**

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

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

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

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

**28. Equipment, Vehicles and Materials**

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

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

**D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS****29. Description of Key Experts**

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

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

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

**30. Replacement of Key Experts**

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

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith



provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.

**31. Approval of Additional Key Experts**

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

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

**32. Removal of Experts or Sub-consultants**

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

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

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

**33. Replacement/ Removal of Experts – Impact on Payments**

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

**34. Working Hours, Overtime, Leave, etc.**

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

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix**

**B**, and the Consultant's remuneration shall be deemed to cover these items.

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

## **E. OBLIGATIONS OF THE CLIENT**

### **35. Assistance and Exemptions**

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

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

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

**36. Access to Project Site**

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property 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.

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

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

**38. Services, Facilities and Property of the Client**

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

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

**39. Counterpart Personnel**

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

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

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

**40. Payment  
Obligation**

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

**F. PAYMENTS TO THE CONSULTANT**

**41. Ceiling Amount**

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

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

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

**42. Remuneration and  
Reimbursable  
Expenses**

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

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

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

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

#### **43. Taxes and Duties**

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

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

#### **44. Currency of Payment**

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

#### **45. Mode of Billing and Payment**

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

- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with

supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

- (d) *The Final Payment* .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

#### **46. Interest on Delayed Payments**

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

### **G. FAIRNESS AND GOOD FAITH**

#### **47. Good Faith**

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

## **H. SETTLEMENT OF DISPUTES**

### **48. Amicable Settlement**

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

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

### **49. Dispute Resolution**

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





## **II. General Conditions Attachment 1**

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

#### **1. Purpose**

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

#### **2. Requirements**

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

- 2.2 To this end, the Bank:

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> 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.

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

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

### III. Special Conditions of Contract

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

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract  |
|---------------------|---|
| 1.1(a)              | <p><b>The Contract shall be construed in accordance with the law of</b> <i>[insert country name]</i>.</p> <p><i>[Note: The Bank-financed contracts normally designate the law of the [Government's/Client's] country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]</i></p> |
| 4.1                 | <p><b>The language is:</b> _____ <i>[insert the language]</i>.</p>  |
| 6.1 and 6.2         | <p><b>The addresses are</b> <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>   |
| 8.1                 | <p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i><br/> <i>OR</i><br/> <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><b>The Lead Member on behalf of the JV is</b> _____<br/> <i>[insert name of the member]</i></p>  |
| 9.1                 | <p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <i>[name, title]</i> _____</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>   |

|      |  |
|------|--|
| 11.1 | <p><i>[Note: If there are no effectiveness conditions, state “N/A”]</i></p> <p>OR</p> <p><i>List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/credit/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i></p> <p><b>The effectiveness conditions are the following:</b> <i>[insert “N/A” or list the conditions]</i></p> |
| 12.1 | <p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be</b> _____ <i>[insert time period, e.g.: four months].</i></p>  |
| 13.1 | <p><b>Commencement of Services:</b></p> <p><b>The number of days shall be</b> _____ <i>[e.g.: ten].</i></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><b>Expiration of Contract:</b></p> <p><b>The time period shall be</b> _____ <i>[insert time period, e.g.: twelve months].</i></p>   |

**23.1****No additional provisions.**

*[OR:*

The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:

**"Limitation of the Consultant's Liability towards the Client:**

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

- (i) for any indirect or consequential loss or damage; and**
- (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;**

**(b) This limitation of liability shall not**

**(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;**

**(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (a) is different from the law of the Client's country].**

*[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:*

*To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the*

|      |  |
|------|--|
|      | <p><i>Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>  |
| 24.1 | <p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p><b>(a) Professional liability insurance, with a minimum coverage of _____</b> <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p><b>(b)</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 of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p><b>(c)</b> Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p><b>(d)</b> 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><b>(e)</b> insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> |

|  |   |
|--|---|
| <b>27.1</b>                                      | <i>[If applicable, insert any exceptions to proprietary rights provision_____]</i>  |
| <b>27.2</b>                                      | <p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><b><i>[The Consultant shall not use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Client.]</i></b></p> <p><i>OR</i></p> <p><b><i>[The Client shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</i></b></p> <p><i>OR</i></p> <p><b><i>[Neither Party shall use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party./</i></b></p> |
| <b>32. Removal of Experts or Sub-consultants</b> | <p><b><i>[Note to Client: include the following for supervision of civil works contracts otherwise delete.]</i></b></p> <p>Insert the following as Sub-Paragraph 32.3 and renumber original Sub-Paragraph 32.3 as Sub-Paragraph 32.4</p> <p>“Key Experts, Non-Key Experts or Subconsultants who are found to be in breach of the Consultant’s Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client’s written request.”</p>  |
| <b>35.1 (a) through (e)</b>                      | <i>[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]</i>   |
| <b>35.1(f)</b>                                   | <i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]</i>   |
| <b>41.2</b>                                      | <p><b>The ceiling in foreign currency or currencies is:</b><br/> <i>[insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.</i></p>  |

|      |   |
|------|---|
|      | <p><b>The ceiling in local currency is:</b> _____ <i>[insert amount and currency]</i> <i>[indicate: inclusive or exclusive]</i> <b>of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall</b> <i>[insert as appropriate: “be paid” or “reimbursed”]</i> <b>by the Client</b> <i>[insert as appropriate: “for” or “to”]</i> <b>the Consultant.</b></p> <p><b>The amount of such taxes is</b> _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p>   |
| 42.3 | <p><b>Price adjustment on the remuneration</b> ..... <i>[insert “applies” or “does not apply”]</i></p> <p><i>[If the Contract is less than 18 months, price adjustment does not apply.</i></p> <p><i>If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Client’s country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Client’s country. A sample provision is provided below for guidance:</i></p> <p>Payments for remuneration made in [foreign <i>and/or</i> local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in <b>Appendix C</b> shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \left\{ \text{or} \quad R_f = R_{fo} \times \left[ 0.1 + 0.9 \frac{I_f}{I_{fo}} \right] \right\}$ <p>where<br/> <math>R_f</math> is the adjusted remuneration;</p> |



$R_{fo}$  is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

$I_f$  is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

$I_{fo}$  is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

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

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

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}} \quad \{ \text{or} \quad R_l = R_{lo} \times [ 0.1 + 0.9 \frac{I_l}{I_{lo}} ] \}$$

where

$R_l$  is the adjusted remuneration;

$R_{lo}$  is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

$I_l$  is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and

$I_{lo}$  is the official index for salaries in the Client's country for the month of the date of the Contract.

The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to  $I_l$  and  $I_{lo}$  in the adjustment formula for remuneration paid in local currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]*

- (3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor  $X_0/X$ .  $X_0$  is the number of units of currency of the country of the official index, equivalent to

|                      |   |
|----------------------|---|
|                      | <p>one unit of the currency of payment on the date of the contract. <math>X</math> is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>  |
| <b>43.1 and 43.2</b> | <p><i>[The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</i></p> <p><b>The Client warrants that</b> <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"):</i></p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i></p> <p><i>OR</i></p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p><i>“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”]</i></p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</li> <li>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</li> <li>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</li> <li>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible</li> </ul> |

|                |  |
|----------------|--|
|                | <p>dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <ul style="list-style-type: none"> <li>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</li> <li>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</li> </ul>                            |
| <b>44.1</b>    | <b>The currency [currencies] of payment shall be the following:</b> <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i>  |
| <b>45.1(a)</b> | <p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ul style="list-style-type: none"> <li>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</li> <li>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</li> </ul> |
| <b>45.1(b)</b> | <i>[Delete this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:]</i>  |

|                |   |
|----------------|---|
|                | <b>The Consultant shall submit to the Client itemized statements at time intervals of _____</b> <i>[e.g. “every quarter”, “every six months”, “every two weeks”, etc.]</i> .  |
| <b>45.1(e)</b> | <b>The accounts are:</b><br><br>for foreign currency: <i>[insert account]</i> .<br>for local currency: <i>[insert account]</i> .  |
| <b>46.1</b>    | <b>The interest rate is:</b> <i>[insert rate]</i> .   |
| <b>49.</b>     | <p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the</li> </ol> </li> </ol> |

|  |   |
|--|---|
|  | <p>Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>   |
|  | <p>2. <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 United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties]</i>; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> |

|  |  |
|--|--|
|  | <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>  |
|  | <p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> |

## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

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

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

### APPENDIX B - KEY EXPERTS

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

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

### APPENDIX C – REMUNERATION COST ESTIMATES

#### 1. Monthly rates for the Experts:

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

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

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

*Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract."*



### Model Form I

#### Breakdown of Agreed Fixed Rates in Consultant's Contract

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

(Expressed in [insert name of currency])\*

| Experts                      |          | 1  | 2                           | 3                     | 4        | 5                   | 6                               | 7  | 8   |
|------------------------------|----------|--|-----------------------------|-----------------------|----------|---------------------|---------------------------------|--|---|
| Name                         | Position | Basic Remuneration rate per Working Month/Day/Year | Social Charges <sup>1</sup> | Overhead <sup>1</sup> | Subtotal | Profit <sup>2</sup> | Away from Home Office Allowance | Agreed Fixed Rate per Working Month/Day/Hour | Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup> |
| 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 – REIMBURSABLE EXPENSES COST ESTIMATES**

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

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount. ]*

## **APPENDIX E - FORMATS OF SECURITIES**

### **Form of EMD - Bank Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

*[The bank, as requested by the Consultant; shall fill in this form in accordance with the instructions indicated]*

Bank Guarantee No.....[insert guarantee reference number]

Date.....[insert date of issue of the guarantee]

WHEREAS, \_\_\_\_\_ [name of Consultant]<sup>1</sup> (hereinafter called "the Applicant") has submitted his Proposal dated \_\_\_\_\_ [date] or will submit his Proposal for the consultancy services of \_\_\_\_\_ [name of Contract] (hereinafter called "the Proposal") under Request for Proposals No.....[insert number] (hereinafter called "the RFP")

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of Employer] (hereinafter called "the Employer") in the sum of \_\_\_\_\_<sup>2</sup> for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

(1) If after Proposal opening the Applicant (a) withdraws his Proposal during the period of Proposal validity or (b) does not accept the correction of the Proposal Price pursuant to ITC 28.7;

Or

(2) If the Applicant having been notified of the acceptance of his proposal by the Employer during the period of Bid validity:

<sup>1</sup> In the case of a JV, the consultant should be stated as "a Joint Venture consisting of ....., and .....".

<sup>2</sup> The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees.

- (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Consultants, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Consultants.

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_  
<sup>3</sup>days after the deadline for submission of Proposals as such deadline is stated in the Instructions to Consultants or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
 [signature, name, and address]

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

<sup>3</sup> 45 days after the end of the validity period of the Proposal.

**Form of Performance Security - Bank Guarantee***[Guarantor letterhead or SWIFT identifier code]*

*[The bank, as requested by the successful Consultant; shall fill in this form in accordance with the instructions indicated]*

**Beneficiary:** *[insert name and Address of Client]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of Consultant, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the assignment of *\_ [insert name of contract and brief description of Consulting Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* ( *\_\_\_\_\_* ) *[insert amount in words]*,» such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the *\_\_\_\_\_* Day of *\_\_\_\_\_* 20*\_\_\_\_*, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

*[signature(s)]*

***Note: All italicized text (including foot notes) is for use in preparing this form and shall be deleted from the final product.***

*1. The Guarantor shall insert an amount of 2.50% of the Contract Amount specified in the Contract, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

*2. Insert the date two months beyond expiry of contract date. The Client should note that in the event of an extension of this date 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.*

## **APPENDIX F - CODE OF CONDUCT (ESHS)**

Ensure that the Contractor's ESHS performance is in accordance with good international industry practice and delivers the Contractor's ESHS obligations.

The ESHS related services include but are not limited to:

1. review and approve the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions (not less than once every 6 months);
2. review and approve ESHS provisions of method statements, implementation plans, GBV/SEA prevention and response action plan, drawings, proposals, schedules and all relevant Contractor's documents;
3. review and consider the ESHS risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;
4. undertake audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities related to the Works, to verify the Contractor's compliance with ESHS requirements including its GBV/SEA obligations, with and without contractor and/or client relevant representatives, as necessary, but not less than once per month
5. undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ESHS related documentation, as necessary, to confirm the Contractor's compliance with ESHS requirements;
6. agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ESHS obligations;
7. ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ESHS obligations;
8. check that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations;
9. review and critique, in a timely manner, the Contractor's ESHS documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;
10. undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ESHS issues;
11. establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g of those reporting allegations of GBV/SEA.
12. ensure any GBV/SEA instances and complaints that come to the attention of the consultant are registered in the grievance redress mechanism.



## **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

|                        |   |
|------------------------|---|
| <b>Name:</b>           | <i>[insert name of successful Consultant]</i>               |
| <b>Address:</b>        | <i>[insert address of the successful Consultant]</i>        |
| <b>Contract price:</b> | <i>[insert contract price of the successful Consultant]</i> |

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

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

| Name of Consultant   | Submitted Proposal | <i>[use for FTP]</i><br>Overall technical scores  | <i>[use for STP]</i><br>Overall technical scores | Financial Proposal price<br>(if applicable) | Evaluated Financial Proposal price<br>(if applicable) | Combined score and ranking (if applicable) |
|----------------------|--------------------|---|--|---|---|--|
|                      |                    | 2: <i>[insert score]</i><br>3: <i>[insert score]</i><br>Criterion (iv): <i>[insert score]</i><br>Criterion (v): <i>[insert score]</i><br>Total score: <i>[insert score]</i> |  |   |   |  |
| <i>[insert name]</i> | ...                |   |  |   |   |  |
| ...                  | ...                |   |  |   |   |  |



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. How to make a complaint**

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

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

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

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

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

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

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

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

Further information:

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

In summary, there are four essential requirements:

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

## 6. Standstill Period

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

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

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

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



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

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Beneficial Ownership Disclosure Form

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

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant<sup>1</sup>. 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<br>(Yes / No) | Directly or indirectly holding 25 % or more of the Voting Rights<br>(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<br>(Yes / No) |
|--|--|--|---|
| <i>[include full name (last, middle, first),</i> |  |  |   |

|   |  |  |  |
|---|--|--|--|
| <i>nationality, country<br/>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.