

AMARAVATI DEVELOPMENT CORPORATION LIMITED

1-G, ANAND HEIGHTS, BESIDE PRABHAS COLLEGE, KEDARSWAPET, VIJAYAWADA – 520003 (A.P.)
(CIN:U93000AP2015SGC105535)

NOTICE INVITING TENDER (NIT) - LIMITED COMPETITIVE BIDDING Request for Proposal (RFP) - Consultancy Services

NIT No. 29/CE/ADC/ENGG/2018-19

Dated: 03-11-2018


Description of Consultancy Package

Selection of Third Party Inspection & Quality Assurance Audit (TPI & QA) services for Infrastructure works in Packages I thr' XIV at different stages of construction in AP New Capital City "Amaravati" Andhra Pradesh state, India.

Assignment Duration: 12 Months.

The detailed RFP document can be downloaded from ADCL-CCDMC portal <<http://ccdmc.co.in/tenders>> from November 03, 2018, 15.00hrs onwards. Due date for submission of Proposals (online) November 15, 2018, 15.30hrs. For further clarifications contact Dr. K. V. Ganesh Babu, +91-7095599572, ganeshbabu.adc@ap.gov.in

Date of Pre-bid Conference: November 08, 2018, 11:00hrs.


Chief Engineer
Amaravati Development Corporation Limited
Vijayawada


8/15
3/11/18


3/11/18



GOVERNMENT OF ANDHRA PRADESH

**Limited Competitive Bidding
SELECTION OF CONSULTANTS**

Request for Proposal (RFP)

NIT No: 29 /CE/ADC/ENGG/CS/2018-19

Name of Assignment:

Selection of Third Party Inspection & Quality Assurance Audit (TPI & QA) services for Infrastructure works in Packages I thr' XIV at different stages of construction in AP New Capital City "Amaravati" Andhra Pradesh state, India.

November 2018

Amravati Development Corporation Limited

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S E L E C T I O N O F C O N S U L T A N T S

Limited Competitive Bidding

Request for Proposal (RFP)

**Procurement of:
Third Party Inspection & Quality Assurance Audit services**

NIT No: 29 /CE/ADC/ENGG/CS/2018-19

Name of Assignment:

Selection of Third Party Inspection & Quality Assurance Audit (TPI & QA) services for Infrastructure works in Packages I thr' XIV at different stages of construction in AP New Capital City "Amaravati" Andhra Pradesh state, India.

Client: Amaravati Development Corporation Limited (ADCL)

Country: India

Issued on: Dt. 03-11-2018.

TABLE OF CONTENTS

AMARAVATI DEVELOPMENT CORPORATION LIMITED (ADCL).....	9
PART I.....	10
Section 1. Request for Proposal Letter	10
Section 2. Instructions to Consultants and Data Sheet	15
A. General Provisions.....	15
1. Definitions.....	15
2. Introduction	18
3. Conflict of Interest.....	18
4. Unfair Competitive Advantage	20
5. Fraud and Corruption	20
6. Eligibility	20
B. Preparation of Proposals	22
7. General Considerations.....	22
8. Cost of Preparation of Proposal	23
9. Language.....	23
10. Documents Comprising the Proposal	23
11. Only One Proposal.....	23
12. Proposal Validity.....	24
13. Clarification and Amendment of RFP.....	25
14. Preparation of Proposals Specific Considerations	26
15. Technical Proposal Format and Content	27
16. Financial Proposal.....	27
C. Submission, Opening and Evaluation.....	28
17. Submission, Sealing, and Marking of Proposals	28
18. Confidentiality.....	30
19. Opening of Technical Proposals	31
20. Proposals Evaluation	31
21. Evaluation of Technical Proposals.....	31
22. Financial Proposals for QBS	32
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) ...	32
24. Correction of Errors	34
25. Taxes	35
26. Conversion to Single Currency	35
27. Combined Quality and Cost Evaluation	35

D. Negotiations and Award	36
28. Negotiations.....	36
29. Conclusion of Negotiations	37
30. Standstill Period	38
31. Notification of Intention to Award.....	38
32. Notification of Award	39
33. Debriefing by the Client.....	40
34. Signing of Contract	41
35. Procurement Related Complaint	41
E. Data Sheet	42
Section 3. Technical Proposal – Standard Forms.....	59
Checklist of Required Forms	59
Form TECH-1	61
Form TECH-2	64
Form TECH-3	66
Form TECH-4	67
Form TECH-5	68
Form TECH-6	69
Section 4. Financial Proposal - Standard Forms	75
Section 5. Eligible Countries.....	89
Section 6. Fraud and Corruption	91
Section 7. Terms of Reference.....	95
ESHS – Environment, Social, Health and Safety	Error! Bookmark not defined.
PART II	104
Section 8. Conditions of Contract and Contract Forms	104
Tim.....	105
e-Based Form of Contract.....	105
I. Form of Contract	113
II. General Conditions of Contract	117
A. GENERAL PROVISIONS	117
1. Definitions.....	117
2. Relationship between the Parties.....	119
3. Law Governing Contract	119
4. Language.....	119
5. Headings	119
6. Communications	119

7.	Location	119
8.	Authority of Member in Charge	119
9.	Authorized Representatives	120
10.	Fraud and Corruption	120
B.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	120
11.	Effectiveness of Contract.....	120
12.	Termination of Contract for Failure to Become Effective	120
13.	Commencement of Services.....	121
14.	Expiration of Contract	121
15.	Entire Agreement.....	121
16.	Modifications or Variations	121
17.	Force Majeure	121
18.	Suspension	123
19.	Termination.....	123
C.	OBLIGATIONS OF THE CONSULTANT	126
20.	General.....	126
21.	Conflict of Interest.....	127
22.	Confidentiality	128
23.	Liability of the Consultant	128
24.	Insurance to be taken out by the Consultant	129
25.	Accounting, Inspection and Auditing.....	129
26.	Reporting Obligations	129
27.	Proprietary Rights of the Client in Reports and Records.....	129
28.	Equipment, Vehicles and Materials.....	130
D.	CONSULTANT’S EXPERTS AND SUB-CONSULTANTS.....	131
29.	Description of Key Experts	131
30.	Replacement of Key Experts.....	131
31.	Approval of Additional Key Experts	132
32.	Removal of Experts or Sub-consultants	132
33.	Replacement/ Removal of Experts – Impact on Payments	132
34.	Working Hours, Overtime, Leave, etc.	133
E.	OBLIGATIONS OF THE CLIENT	133
35.	Assistance and Exemptions	133
36.	Access to Project Site	134
37.	Change in the Applicable Law Related to Taxes and Duties.....	134
38.	Services, Facilities and Property of the Client	135
39.	Counterpart Personnel	135
40.	Payment Obligation.....	136

F. PAYMENTS TO THE CONSULTANT	136
41. Ceiling Amount	136
42. Remuneration and Reimbursable Expenses	136
43. Taxes and Duties	137
44. Currency of Payment.....	137
45. Mode of Billing and Payment.....	137
46. Interest on Delayed Payments	139
G. FAIRNESS AND GOOD FAITH	139
47. Good Faith.....	139
H. SETTLEMENT OF DISPUTES.....	139
48. Amicable Settlement.....	139
49. Dispute Resolution.....	139
III. Special Conditions of Contract.....	145
IV. Appendices	153
Appendix A – Terms of Reference.....	153
Appendix B - Key Experts	153
Appendix C – Remuneration Cost Estimates	153
Appendix D – Reimbursable Expenses Cost Estimates.....	157
Appendix E - FORMATS OF SECURITIES	158
APPENDIX F - CODE OF CONDUCT (ESHS)	161
PART III.....	162
Section 9. Notification of Intention to Award and Beneficial Ownership Forms.....	162
Notification of Intention to Award	163

DISCLAIMER

The information contained in this Request for Qualification cum Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of ADCL or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Corporation to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by ADCL in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for ADCL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ADCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

ADCL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

ADCL also accepts no liability of any nature whether resulting from negligence or

otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

ADCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that ADCL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by ADCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and ADCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

AMARAVATI DEVELOPMENT CORPORATION LIMITED (ADCL)

PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

TPI & QA services

Name of Assignment: Selection of Consultant to provide services as Third Party Inspection & Quality Assurance Audit services for Construction works in Package-I through Package-XIV in AP New Capital City “Amaravati” Andhra Pradesh state, India.

RFP No: 29 /CE/ADC/ENGG/CS/2018-19

Country: India

Issued on: Dt. 03-11-2018.

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 Third Party Inspection & Quality Assurance Audit services for Construction works in Package-I through Package-XIV in AP New Capital City "Amaravati" Andhra Pradesh state, India. Contract duration is 12months (which can extendable on mutual consent up to further 6months). More details on the Services are provided in the Terms of Reference (Section 7).
5. It is not permissible to transfer this RFP to any other firm.
6. ADCL intends to appoint a Consultant to act as Third Party Inspection & Quality Assurance Audit services for Construction works in Package-I through Package-XIV. The TPI & QA shall perform all the duties as per (Terms of Reference) TOR given in this RFP along with any amendment thereof.
7. The Proposal shall be submitted in English language and all correspondence would also be in English language.

8. A firm will be selected under “Lowest Cost” method procedures and in a Full Technical Proposal (FTP) format as described in this RFP.
9. 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)
10. 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.
11. The RFP document can be downloaded from ADCL (CCDMC) web portal:
<<http://ccdmco.in/tenders.html>>
12. RFP processing fee: **DELETED**.
13. It will be the responsibility of the bidder 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.
14. Proposal Security/EMD: **DELETED**.
15. 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.
16. 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.

17. Schedule of Bidding Process:

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

RFP/NIT Publishing Date	:	03-11-2018
RFP bid document Download / Start Date	:	03-11-2018, 15.00hrs
Pre bid meeting Date	:	08-11-2018, 11.00hrs
RFP can be viewed / downloaded up to	:	15-11-2018, 15.00hrs
Proposals submission End Date (offline)	:	15-11-2018, 15.30hrs
Date of Opening of Technical Proposal	:	15-11-2018, 16.00hrs
Date of Opening of Financial Proposal of Qualified Consultants	:	19-11-2018 (Tentative)
Commencement of Services	:	26-11-2018 (Tentative)

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

Contact Persons / Coordinators:

1. Shri Moses Kumar Tumeti,
Chief Engineer
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Limited
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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 Domestic Financial Institutions in India.
- (d) “Borrower” means the Government, Government agency or other entity that signs the [loan/financing/grant¹] 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

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

Conditions of Contract (SCC), and the Appendices).

- (h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (i) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the 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 | <p>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:</p> <ul style="list-style-type: none"> (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**.

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| 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

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| 17. Submission, Sealing, and Marking of Proposals | <p>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.</p> <p>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.</p> |
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- 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. Lump-Sum Contracts</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>25. Taxes</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 Data Sheet.</p> |
| <p>26. Conversion to Single Currency</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 Data Sheet.</p> |
| <p>27. Combined Quality and Cost Evaluation</p> | |
| <p>a. Quality and Cost-Based Selection (QCBS)</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 Data Sheet. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.</p> |
| <p>b. Fixed-Budget Selection (FBS)</p> | <p>27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected.</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</p> |

indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

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

D. Negotiations and Award

28. Negotiations

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

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

a. Availability of Key Experts

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

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

equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

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

c. Financial Negotiations

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

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

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under 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)	Government of India and Government of Andhra Pradesh
1 (l)	E-mail Communication
2.1	<p>Name of the Client: Amaravati Development Corporation Limited(ADCL) represented by Chairperson & Managing Director (CMD)</p> <p>Method of selection: Lowest Cost Based Selection</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes.</p> <p>The Name of the Assignment is: Selection of Third Party Inspection & Quality Assurance Audit (TPI & QA) services for Infrastructure works in Packages I thr' XIV at different stages of construction in AP New Capital City "Amaravati" Andhra Pradesh state, India.</p>
2.3	<p>A pre-proposal conference will be held: Yes.</p> <p>Date and Time of pre-proposal conference: As indicated in "Schedule of Bidding Process"</p> <p>Address: O/o Chairperson & Managing Director (C&MD) Amravati Development Corporation Limited # 20-4-15, Flat No. 1G, Anand Heights Kedareswarapet, Vijayawada – 520 003. Andhra Pradesh State. INDIA.</p> <p>Contact person/conference coordinator: 1. Sri Moses Kumar Tumeti, Chief Engineer Amravati Development Corporation Limited</p>

	<p># 20-4-15, Flat No. 1G, Anand Heights Kedareswarapet, Vijayawada – 520 003. Andhra Pradesh State. INDIA. Email: moseskumar.adc@ap.gov.in Web: www.ccdmc.co.in Tele: +91-866-2534575. Mob: +91-7995011383.</p> <p>2. Sri Dr. Ganesh Babu, HOD(IPD) Amravati Development Corporation Limited # 20-4-15, Flat No. 1G, Anand Heights Kedareswarapet, Vijayawada – 520 003. Andhra Pradesh State. INDIA. Email: ganeshbabu.adc@ap.gov.in Web: www.ccdmc.co.in Tele: +91-866-2534575. Mob: +91-7095599572.</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: “Not Applicable”</p>
3.1 & 3.2	<p>Conflict of Interest / Conflict of Assignment: Consultants 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 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"> 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 ii) if a consultant is associated with or affiliated to a contractor or manufacturer for this project; or iii) if a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultants.

	iv) if a Consultant is associated or affiliated to a Consultant for this project as Design Consultant / DPR Consultant.
4.1	"Not Applicable"
5.1 & 5.2	<p>The Consultants are required to observe the highest standard of ethics during the procurement and execution of such contracts.</p> <p>For the purposes of this provision, the terms are defined as set forth below as follows:</p> <p>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</p> <p>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.</p> <p>c) Fraud: - As per Indian Companies Act 2013/IPC Act.</p> <p>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".</p> <p>Explanation.—A dishonest concealment of facts is a deception within the meaning of this section. Illustrations:</p> <p>(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.</p> <p>(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</p>

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.

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 per provisions under Fraud and Corruption mentioned in the Companies Act 2013 / IPC.

	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.
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language. 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. **-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>
10.1	<p>The Proposal shall comprise the following: <u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: (to be submitted offline one (1) original plus (+) one (1) copy of original. 1. Power of Attorney to sign the Proposal 2. TECH-1 3. TECH-2 4. TECH-3 5. TECH-4 6. TECH-5 7. TECH-6 8. TECH-7 ...DELTED. AND 2nd Inner Envelope with the Financial Proposal: (to be submitted off-line only one original) (1) FIN-1 (2) FIN-2</p>

	(3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	Statement of Undertaking is required Yes. [Form TECH-1]
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible. No.
12.1	Proposals must remain valid for 120 days after the proposal submission deadline.
13.1	Clarifications may be requested no later than <u>Seven (7)</u> days prior to the submission deadline. The contact information for requesting clarifications is: <ol style="list-style-type: none"> Sri Moses Kumar Tumeti, Chief Engineer Amravati Development Corporation Limited # 20-4-15, Flat No. 1G, Anand Heights Kedareswarapet, Vijayawada – 520 003. Andhra Pradesh State. INDIA. Email: moseskumar.adc@ap.gov.in Web: www.ccdmc.co.in Tele: +91-866-2534575. Mob: +91-7995011383. Sri Dr. Ganesh Babu, HOD(IPD) Amravati Development Corporation Limited # 20-4-15, Flat No. 1G, Anand Heights Kedareswarapet, Vijayawada – 520 003. Andhra Pradesh State. INDIA. Email: ganeshbabu.adc@ap.gov.in Web: www.ccdmc.co.in Tele: +91-866-2534575. Mob: +91-7095599572.

14.1.1	<p>Prior to Proposal Submission, Consultants may associate with</p> <p>(a) non-Qualified consultant(s): NO Or</p> <p>(b) other Qualified Consultants: NO</p>
14.1.2 (do not use for Fixed Budget method)	“Not applicable”.
14.1.3 for time- based contracts only	<p>The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of person-months / man-months stipulated in Reporting Requirements and Time Schedule for Deliverables of Section-7: Terms of Reference (TOR).</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
14.1.4 and 27.2 use for Fixed Budget method	<ol style="list-style-type: none"> 1. The quoted amount shall be inclusive of all prevailing taxes and fees but excluding the statutory goods & service tax (GST), which shall be reimbursed. 2. Services of Third Party Inspection agency shall be required up to the actual completion execution of work and finalization of the final bill. 3. No extra payment except as quoted by the TPI & QA shall be paid for any other items whatsoever in any shape and form. 4. TPI & QA is expected to make himself acquainted with the work/services expected to be carried out by him for satisfactory carry out of the TPI & QA services. No extra payment for any account shall be entertained.
15.2	The format of the Technical Proposal to be submitted is: FTP (Full Technical Proposal).

	Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	"Not applicable".
16.2	A price adjustment provision applies to remuneration rates: No.
16.3	Amount payable by the Client to the Consultant under the contract to be subject to local taxation: Yes. (a) The Consultant is liable to pay all taxes, however GST / Service Tax as applicable shall be paid extra by ADCL. (b) GST / Service tax will be released along with the running bills. But Proof of payments of GST /Service tax shall be submitted for getting release of succeeding bill. (c) ADCL shall be deducting taxes deductible at source as per relevant Tax Laws/other applicable laws in India.
16.4	The Financial Proposal should state local costs in the Client's country currency (local currency): Yes. Indian Rupees.
C. Submission, Opening and Evaluation	
17.1	The Consultants "shall not" have the option of submitting their Proposals electronically.
17.4	The Consultant must submit: (a) Technical Proposal: one (1) original and one (1) copy; (b) Financial Proposal: one (1) original.
17.7 and 17.9	The Proposals must be submitted no later than: As indicated in "Schedule of Bidding Process" [Add translation of the warning marking "Do not open...." in the national language to the outer sealed envelope.] The Proposal submission address is: O/o Chairperson & Managing Director Amravati Development Corporation Limited # 20-4-15, Flat No. 1G, Anand Heights Kedareshwarapet, Vijayawada – 520 003. Andhra Pradesh State. INDIA.

19.1	<p>An online option of the opening of the Technical Proposals is offered: No.</p> <p>The opening shall take place at: Same as the Proposal submission address”.</p> <p>Date and Time of Technical Proposal opening: As indicated in “Schedule of Bidding Process”.</p>
19.2	“Not Applicable”
21.1 (for FTP)	<p>Firm’s Pre-Qualification Criteria -1 (Stage-I): The sole bidder/ Lead Bidder shall meet the following conditions.</p> <ul style="list-style-type: none"> a) The Consultant 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. b) Consultant 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.
21.1 (for FTP)	<p>Firm’s Pre-Qualification Criteria -2 (Stage-I): The sole bidder shall meet the following conditions.</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>Technical Eligibility: Experience as Project Management Consultant/ TPI & QA Consultant /Feasibility Consultant and/or Design Consultant in Highways / Urban Roads/ Transport / Transit Infrastructure projects with value of contract for consultancy services of at least Rs.1 Crore or project costing more than Rs. 250 Crores .</p> </div>

	<p>Experience as Project Management Consultant/ TPI & QA Consultant /Feasibility Consultant and/or Design Consultant in Urban Infrastructure (water supply/ Drainage System/ Sewerage System) projects with value of contract for consultancy services of at least Rs. 1 Crores or project costing more than Rs. 50 Crores.</p>
	<p>Experience as Project Management Consultant/ TPI & QA Consultant /IT Strategy and advisory Consultant/ and/or Design Consultant in Utility Infrastructure like Integrated ICT solution architecture design, ERP advisory, Smart solution Design / Development projects with value of contract for consultancy services of at least Rs. 25 lakhs or project costing more than Rs. 15 Crores in India or Abroad.</p>
	<p>Experience as Project Management Consultant/ TPI & QA Consultant / and/or Design Consultant in Utility Infrastructure like UG Power cables projects with value of contract for consultancy services of at least Rs. 25 lakhs or project costing more than Rs. 15 Crores in India or Abroad.</p>
	<p>Experience as Project Management Consultant/ TPI & QA Consultant / and/or Design Consultant in Utility Infrastructure like UG Gas lines projects with value of contract for consultancy services of at least Rs. 25 lakhs or project costing more than Rs. 15 Crores in India or Abroad.</p>
	<p>Experience of EPC / PPP projects in sectors such as Urban Infrastructure/ Utility Infrastructure / Highways projects with value of contract for consultancy services of at least Rs.1 Crore or project costing more than Rs. 250 Crores.</p>

Firm's Qualification Criteria (Stage-II): Quality based evaluation to shortlist the Consultants for opening of their financial proposals:		
SNo.	Eligibility Criteria	Marks
1	Firms relevant experience for the assignment	50
1.1	Experience as Project Management Consultant/ TPI & QA Consultant /Feasibility Consultant and/or Design Consultant in Highways / Urban Roads/ Transport / Transit Infrastructure projects with value of contract for consultancy services of at least Rs.1 Crore or project costing more than Rs. 250 Crores . =8marks For every additional similar work during the same period (1 mark for one work and maximum 2 for two or more additional work) =2marks	10
1.2	Experience as Project Management Consultant/ TPI & QA Consultant /Feasibility Consultant and/or Design Consultant in Urban Infrastructure (water supply/ Drainage System/ Sewerage System) projects with value of contract for consultancy services of at least Rs. 1 Crores or project costing more than Rs. 50 Crs. =8marks For every additional similar work during the same period (1 mark for one work and maximum 2 for two or more additional work) =2marks	10
1.3	Experience as Project Management Consultant/ TPI & QA Consultant /IT Strategy and advisory Consultant/ and/or Design Consultant in Utility Infrastructure like Integrated ICT solution architecture design, ERP advisory, Smart solution Design / Development projects with value of contract for consultancy services of at least Rs. 25 lakhs or project costing more than Rs. 15 Crores in India or Abroad. =8marks For every additional similar work during the same period (1 mark for one work and maximum 2 for two or more additional work) =2marks	10

	1.4	<p>Experience as Project Management Consultant/ TPI & QA Consultant / and/or Design Consultant in Utility Infrastructure like UG Power cables projects with value of contract for consultancy services of at least Rs. 25 lakhs or project costing more than Rs. 15 Crores in India or Abroad. =8marks</p> <p>For every additional similar work during the same period (1 mark for one work and maximum 2 for two or more additional work) =2marks</p>	10
	1.5	<p>Experience as Project Management Consultant/ TPI & QA Consultant / and/or Design Consultant in Utility Infrastructure like UG Gas lines projects with value of contract for consultancy services of at least Rs. 25 lakhs or project costing more than Rs. 15 Crores in India or Abroad. =8marks</p> <p>For every additional similar work during the same period (1 mark for one work and maximum 2 for two or more additional work) =2marks</p>	10
	1.6	<p>Experience of EPC / PPP projects in sectors such as Urban Infrastructure/ Utility Infrastructure / Highways projects with value of contract for consultancy services of at least Rs.1 Crore or project costing more than Rs. 250 Crores. =8marks</p> <p>For every additional similar work during the same period (1 mark for one work and maximum 2 for two or more additional work) =2marks</p>	10
	2	<p>Adequacy of the proposed work plan and methodology for carrying out detailed design and construction supervision.</p> <p>a)Site Appreciation = 5marks</p> <p>b)Quality of Approach and Methodology (approach and initial view on project plan including key challenges envisaged and potential solutions) = 5marks</p> <p>c)Internal Quality Audit Methodology to be adopted (Quality Assurance Plan) = 2.5marks</p>	10

	3	Qualifications and competence of the key staff for this assignment			40	
		SNo.	Key Personnel	No. of Positions		Marks
		1	Team Leader cum QA & QC Manager	1		1X9=9
		2	Sr. Engineer –QA & QC (Highways & Bridges)	2		2X4=8
		3	Sr. Engineer –QA & QC (Storm Drains & U.G. Utility Infrastructure)	2		2X4=8
		4	Support Engineers	5		5X3=15
	TOTAL MARKS				100	
21.1 (for FTP)	Criteria, sub-criteria, and mark system for assessment of score of Key Staff for adequacy of the Assignment:					
	SNo.	Key Personnel	No. of Positions	Marks		
	1	Team Leader cum QA & QC Manager	1	1X9=9		
	2	Sr. Engineer –QA & QC (Highways & Bridges)	2	2X4=8		
	3	Sr. Engineer –QA & QC (Storm Drains & U.G. Utility Infrastructure)	2	2X4=8		
	4	Support Engineers	5	5X3=15		
<p>Note: 1. Each Expert CVs is expected to secure at least 75% marks for being eligible for deployment in the proposed position.</p> <p>Note: 2. Sub criteria for for assessment of Qualifications and competence of the key personnel for this assignment.</p>						

	General qualifications (50) (A) Professional educational Qualification (40). The details are: (i) Relevant Bachelor's Degree (25) (ii) Relevant Master's Degree (15) (B) Professional Membership of an Indian/International Institution (10)	50																			
	Adequacy for the project Part-I (30) A. Total length of experience (30) (i) Employed with the firm (6) [On Contract with the firm (3)] (ii) Having minimum prescribed experience (18) (iii) Having Experience \geq min. prescribed period + 5 year (6)	30																			
	Adequacy for the project Part-II (20) B. Professional Experience specific to the assignment (20) (i) Experience in at least one similar project* (10) (ii) For every additional similar work* (5 up to a max. of 10)	20																			
	Total	100																			
	<p>Evaluation Criteria for assessment of score of Key Staff for adequacy of the Assignment:</p> <p>The minimum experience required of proposed key personnel is:-</p> <table border="1"> <thead> <tr> <th>S.No.</th><th>Position</th><th>Professional Experience</th><th>Educational Experience</th></tr> </thead> <tbody> <tr> <td>1</td><td>Team Leader cum QA & QC Manager</td><td>Mini. 18 years.</td><td>Mini. B.Tech / B.E. in relevant field.</td></tr> <tr> <td>2</td><td>Sr. Engineer –QA & QC (Highways & Bridges)</td><td>Mini. 15 Years</td><td>Mini. B.Tech / B.E. in relevant field.</td></tr> <tr> <td>3</td><td>Sr. Engineer –QA & QC (Storm Drains</td><td>Mini. 10 Years</td><td>Mini. B.Tech / B.E. in relevant field.</td></tr> <tr> <td>4</td><td>Support Engineers</td><td>Mini. 5 Years</td><td>Mini. B.Tech / B.E. in relevant field.</td></tr> </tbody> </table>		S.No.	Position	Professional Experience	Educational Experience	1	Team Leader cum QA & QC Manager	Mini. 18 years.	Mini. B.Tech / B.E. in relevant field.	2	Sr. Engineer –QA & QC (Highways & Bridges)	Mini. 15 Years	Mini. B.Tech / B.E. in relevant field.	3	Sr. Engineer –QA & QC (Storm Drains	Mini. 10 Years	Mini. B.Tech / B.E. in relevant field.	4	Support Engineers	Mini. 5 Years
S.No.	Position	Professional Experience	Educational Experience																		
1	Team Leader cum QA & QC Manager	Mini. 18 years.	Mini. B.Tech / B.E. in relevant field.																		
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3	Sr. Engineer –QA & QC (Storm Drains	Mini. 10 Years	Mini. B.Tech / B.E. in relevant field.																		
4	Support Engineers	Mini. 5 Years	Mini. B.Tech / B.E. in relevant field.																		

	Public Opening of Financial Proposals
23.4	An online option of the opening of the Financial Proposals is offered: No.
23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact (1) Sri T. Moses Kumar, Chief Engineer @ Mob: +91-7995011383 and (2) Sri K.V. Ganesh Babu, HOD (IPD) @ Mob: +91-7095599572 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>
25.1	<p>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.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian Rupees [local currency]</p> <p>The official source of the selling (exchange) rate is: 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>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p>

	<p>$S_f = 100 \times F_m / F$, in which “S_f” is the financial score, “F_m” is the lowest price, and “F” the price of the proposal under consideration. [or replace with another inversely proportional formula acceptable to the Bank]</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: $T = 80\%$, and $P = 20\%$</p> <p>Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) as following: $S = S_t \times T\% + S_f \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected Date and Time for contract negotiations: As indicated in “Schedule of Bidding Process”</p> <p>Address: O/o Chairperson & Managing Director (C&MD) Amaravati Development Corporation Limited # 20-4-15, Flat No. 1G, Anand Heights Kedareswarapet, Vijayawada – 520 003. Andhra Pradesh State. INDIA.</p>
32.1	The successful Consultant shall submit the Beneficial Ownership Disclosure Form.
34.2	<p>Expected date for the commencement of the Services: As indicated in “Schedule of Bidding Process”</p> <p>Location Address: Amaravati Capital City Development Project, Velagapudi, Guntur District, Andhra Pradesh.</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>For the attention: Shri Moses Kumar Tumeti Title/position: Chief Engineer Client: Amaravati Development Corporation Limited Email address: : moseskumar.adc@ap.gov.in;</p>

	<p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none">1. the terms of this Request for Proposal;2. the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and3. the Client's decision to award the contract.
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Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	No Page limit
✓		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	No Page limit
✓		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	No Page limit
✓		TECH-2	Consultant's Organization and Experience.	No Page limit
✓		TECH-2A	A. Consultant's Organization	No Page limit
✓		TECH-2B	B. Consultant's Experience	No Page limit
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	No Page limit
✓		TECH-3A	A. On the Terms of Reference	No Page limit
✓		TECH-3B	B. On the Counterpart Staff and Facilities	No Page limit

✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	No Page limit
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	No Page limit
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	No Page limit
✓	✓	TECH-7	Code of Conduct (ESHS)	DELETED

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

FORM TECH-1**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: [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 (FOR FULL TECHNICAL PROPOSAL ONLY)**CONSULTANT’S ORGANIZATION AND EXPERIENCE**

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

A - Consultant’s Organization

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

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 7 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF,
AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL)**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO
THE TERMS OF REFERENCE**

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

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

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing}
-
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks 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 (FOR FTP AND STP)



WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

N-2																
n																
										Subtotal						
										Total						

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty eight (28) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

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

{day/month/year}

Name of Expert

Date

Signature

{day/month/year}

Name of authorized

Signature

Date

Representative of the Consultant
(the same who signs the Proposal)

FORM TECH-7 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

DELETED

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 of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

FORM FIN-2 SUMMARY OF COSTS

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

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

	Non-Key Experts							
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 Remunerati on Rate per Working Month/Day/ Year	Social Charg es ¹	Overhe ad ¹	Subtot al	Profit ²	Away from Home Office Allowanc e	Proposed Fixed Rate per Working Month/Day/ Hour	Proposed Fixed Rate per Working Month/Day/ Hour ¹
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 o	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	{e.g., Per diem allowances**}	{Day}		_____				
—	{e.g., International flights}	{Ticket}		_____				
—	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}				_____			
	{ e.g., reproduction of reports}				_____			
	{e.g., Office rent}				_____			

	{Training of the Client's 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;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

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

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

- 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 inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

Section 7. Terms of Reference

1. PROJECT IN BRIEF:

The Government of Andhra Pradesh State, has appointed “**Amaravati Development Corporation Ltd., (ADCL)**” as Implementing Agency under A.P. State Municipal Administration & Urban Development (CRDA.2) Department for Development of Infrastructure for the AP State New Capital City “Amaravati”. As part of this endeavour, the ADCL represented by C&MD (the “Authority”) implementing Trunk Infrastructure and Flood Mitigation works in AP State New Capital City “Amaravati”.

2. PROJECT STRUCTURE / COMPONENTS:

- I. Component A: Trunk Infrastructure works
(Project Cost: Approx. Rs.8,000 Crores)

Major Arterial Roads	ROW 60mt	52Km
Arterial Roads	ROW 60mt	88Km
Sub Arterial Roads	ROW 50mt	180Km

- II. Component B: Flood Mitigation works
(Project Cost: Approx. Rs.1,000 Crores)

Kondaveeti Vagu Widening & Deepening	23.60Km
Pala Vagu Widening & Deepening	16.70Km
Gravity Canal Formation	7.83Km
Neerukonda Reservoir (Retention Pond)	0.40TMC
Sakhamuru Reservoir (Retention Pond)	0.03TMC
Krishnayapalem Reservoir (Retention Pond)	0.10TMC

3. PROJECT IMPLEMENTATION ARRANGEMENTS:

A Project execution team headed by Chief engineer has been set up at ADCL. This execution team is responsible for coordinating, monitoring the implementation

of the Project by the respective Implementing Agencies / Contractors and ensure timely completion of the works at desired quality levels.

The Third Party Inspection & Quality Assurance Audit (TPI & QA) will be appointed by the CMD who shall report to Chief Engineer on its findings.

4. OBJECTIVES OF THE THIRD PARTY INSPECTION & QUALITY ASSURANCE AUDIT (TPI & QA):

- A. Assist Project execution team at ADCL in maintaining the quality standards of the civil works by conducting independent assessment /audit of the quality of works at various stages of construction of Trunk Infrastructure and Flood mitigation works being implemented by Implementing Agencies / Contractors.
- B. Certify the quality, and provide the necessary guidance and support to address any necessary improvements for proper completion.

5. OUTLINE OF TASKS TO BE CARRIED OUT:

The scope of services for the TPI & QA assignment includes:

A. Project Inception

- 1. At this stage the Consultant shall conduct a preliminary review of standard contract documents, drawings, specifications, materials reports and status of the work for the current contracts to obtain understanding of the scope and complexities of the assignment.
- 2. The Consultant will also have discussions with the key stakeholders at ADCL to understand implementation status, basis for site selection, the various manuals and guidelines prepared for the project, specific concerns of ADCL Execution tem (if any) and the nature and frequency of various field tests to be performed on civil works and reporting arrangements.
- 3. After the initial study and discussions, the Consultant will prepare and submit a Project Inception Report, within 10 days of issue of work order. The Inception report would include items like:
 - a) Detailed methodology for execution of the audit, including the various tests that will be conducted and outlining quality audit procedures.
 - b) Audit plan clearly identifying the audit stage for each type of work.
 - c) Reporting formats including schedule of reporting and verification of compliance to observations.

-
- d) Reporting and escalation protocols including methodology for integrating the audit results in payment certification system and
 - e) Evaluation of the project MIS and suggesting updating requirements for capturing the audit reports, compliance and linking with payment certification system
 - f) Overall team Composition and Deployment schedule

B. Project Execution Audit Plan

1. An audit plan will be prepared in consultation with ADCL execution team; and the audit plan would be updated quarterly and may be revised on the basis of findings of the audits conducted in the preceding quarter.
2. The execution audits will be in accordance with the approach and methodology agreed in the Inception Report and in accordance with the audit plan. The purpose of quality audit exercise is to ensure that the works are executed according to the designs, drawings and specifications as specified in the bidding documents / applicable standards, and that good engineering practices are followed in construction; True to desired lines, levels and finishing. The quality audit at construction sites shall include (but not be limited to) the following:
 - a) Assess independently the quality of construction vis-à-vis the standards specified in the bidding documents and good engineering practices including disaster resistant construction standards.
 - b) Review the degree of quality control exercised during the construction by the contractor maintaining adequate arrangements / practices (tests, numbers, frequency, approach and timing etc.) / documentation (QC registers, test reports, observations of supervisory staff, compliances etc) and the degree of monitoring done by the ADCL execution team and PMCs and identify non- compliances and suggests necessary improvements and compliance methodologies.
 - c) Review that the materials have been procured stored and used in accordance with the quality standard requirements set forth in the contract agreement.
 - d) Assess if the progress of work is as per scheduled in the contract.

- e) Carry out required field testing of quality of materials and works during various stages of construction.
- f) Review that the test reports of the materials / workmanship that were tested by the contractor/PMC as required in the individual contract document are satisfactory.
- g) Carry out additional testing of the materials and on works at any stage of construction wherever necessary at site or in the approved laboratories.
- h) The Team Leader of TPI & QA should remain present during all critical stages of execution.
- i) Review the action taken on the earlier reported non-compliances and recertify including following up with the heads of implementing agencies for action on earlier reported non-compliances.
- j) Assist ADCL in resolving the issues related to non- compliances. The consultant's responsibility does not end by merely pointing the defects rather they should facilitate the follow up action required to rectify the defects.
- k) Create photo documentation of quality related issues including its compliances with date and geo-tags.

Check and report on compliance to:

- a) Relevant laws/ regulations / statutes and practices /guidelines applicable to construction sites and related to workers welfare, safety at work site, insurances etc.
- b) Safety management at the construction sites as per the relevant IS codes such as (but not limited to) IS 3764: Code of safety for excavation work (first revision), IS 5916: Safety code for construction involving use of hot bituminous materials etc.
- c) Specifications of agencies like Indian Road Congress, Ministry of Shipping and Road Transport, Ministry of Road Transport and Highways (MORTH), Central Public Health Engineering Organization, Bureau of

Indian Standards, Central Public Health and Environmental Engineering Organization (CPHEEO) etc as applicable.

- d) Environment laws / regulations of Govt. of India and rules formulated by the concerned State Government.

The Consultants shall also

- i. Inspect, review and report the adequacy and competence of contractor's staff, labour and machinery.
- ii. Review the works progress in accordance with agreed milestones and work schedules and provide regular updates for including need for increasing resources and / or change in work plan for timely execution.
- iii. Certify the compliances to the observations made during the earlier visits; and provide overall opinion on the quality of works based on audit done.

Other Requirements:

- iv. All the apparatus and equipment for the field testing shall be procured by the Firm at its own cost. The Firm shall be free to take back these apparatus and equipment on completion of the contract.
- v. The tests shall include all common tests as specified. Where use of back office laboratory is necessary, Consultant will take the samples and get it tested in accredited/approved laboratories. The identification and certification of the testing agency will be specific to the tests that can be carried out in a particular laboratory.
- vi. The Consultant shall establish a mobile laboratory exclusively for Embankments.
- vii. To the extent possible field testing and sampling shall be done in the presence of Engineer/Contractor's representative and the process should be photo documented with geo tagging.
- viii. Surprise field visits shall also be carried out without advance information to the ADCL execution teams, PMCs and Contractors.
- ix. Upon field inspection and tests the Consultants, where required and in critical cases through the Chief Engineer shall arrange to issue, stop work" notice to the contractors and assist in remedying the defects. This shall be done only in exceptional cases where continuance of works may jeopardize the ultimate quality and safety of structure, safety of workers and of third parties etc.

- x. The Contract Documents are the basis of all works to be undertaken under the Project. These are standard documents which will be made available to the Consultant.
- xi. Prepare standard Quality Assurance Plan (tests, stage, frequency, standards to be complied, guidance on judging from test results, critical workmanship requirements, critical stages of work that require Engineer's presence "as a must" etc.) for various types of works to be audited and formats for documenting the quality test results and reporting of such tests.

Reporting

- a) Chief Engineer at ADCL will be the nodal officer for the execution of this assignment. The consultants will submit all the reports to Chief Engineer as per the specified timelines.
- b) The field visits which shall be an on going activity shall be undertaken as per the audit strategy finalized. Audit reports will be submitted within 3 days of inspection of the work. The reports shall highlight for each contract package, status and progress of work, audit opinion, status of compliance to earlier observations, critical issues, and follow-up actions. The Consultants will submit all the work audit inspection reports to Chief Engineer with one copy each to the Engineer of the Contract and head of the concerned package works. Any critical issues needing stoppage of work need to be reported immediately both to the Engineer of the Contract and the Chief Engineer, through different means (telephone, SMS, e-mail, fax etc.)
- c) At the end of every week the Consultant shall submit a report containing the details of field visits undertaken during the week indicating the date of visit. In addition to the site level reports and weekly report, consolidated reports would be submitted every month and quarter, compiling the findings in the site reports, summary audit opinion, corrective actions, progress of works and issues etc. The Consultant may be also required to make presentations on audit findings at the designated forums as and when required by the client.
- d) Annual review report would be submitted at the end of financial year and a final review report would be submitted at the end of the project / this consultancy assignment. The monthly, quarterly annual and final review reports should also include good practices and lessons learnt with regard to quality systems and ESMF implementation.
- e) In addition, the consultant will comply with any other reporting requirements as agreed in the project inception stage. Reports on non-

compliances are to be transmitted immediately (on real time basis through email/ other means) and the communication shall be simultaneous to the concerned Engineer of the Contract, head of the concerned package works and the Chief Engineer.

Update the Project monitoring system

All site visit reports, audit findings, Non-compliance Reports (NCR"s), progress reports, suggested corrective action, status of completion of corrective action etc. along with photographs should be maintained and monitored by the Consultant on their own arrangements for creation of separate website and uploading all its audit reports.

Schedule for completion of tasks

- 1) The consultancy will be initially for a period of 12 months. The consultants shall start audit within 10 days of finalization of audit plan and thereafter within 10 Days after the end of each month. The ADCL will facilitate for the Consultant to conduct audit as per the strategy.
- 2) The key deliverables for the assignment along with respective timelines are as follows:

Deliverable	Timeline
Inception report containing the Quality Audit methodology, field procedures and quality	Within 10 days of signing the contract.
Audit Plan/Audit Strategy, QAP and reporting format	Within 15days of signing the contract as part of inception report, within 7 days from end of earlier month
Site Visit Report	Within 7 days
Non-compliance event report	Immediate (to be simultaneously reported to the Chief Engineer over phone)
Monthly progress report	Within 7 days from end of reporting month
Quarterly Summary Report	Within 15 days from end of quarter
Annual Review Report	Within 15 days from end of financial year
Final Review Report	Three months prior to winding up of the Project or completion of the Consultant's contract, whichever is earlier

Presentation to the Chief Engineer on the findings of the audit and suggestions	Every quarter
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CONSULTANT'S PROPOSAL:

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

SNo.	Key Personnel	No. of Positions
1	Team Leader cum QA & QC Manager	1
2	Sr. Engineer –QA & QC (Highways & Bridges)	2
3	Sr. Engineer –QA & QC (Storm Drains & U.G. Utility Infrastructure)	2
4	Support Engineers	5

Note: The CVs of all key-staff shall be enclosed with certificates (self-certified and duly attested by the Proposer (Consulting firm submitting Proposal) of Education and Experience being claimed.

PERIOD OF SERVICES:

The appointment of the TPI & QA shall be initially for 12months (which can extendable on mutual consent up to further 6months)

The proposed manpower deployment for this period shall be matching the activities to be performed during the said period.

PERFORMANCE SECURITY:

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 upto 2 (two) months beyond the expiry of the Contract period. The BG shall be in the format specified in Appendix E of draft contract form and furnished from a Nationalized Bank / Scheduled Bank approved by RBI having a networth 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 networth 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.

PENALTIES & RECOVERY OF PENALTIES:

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 submitting reports and findings.
- (ii) Recovery of Rs. 20,000/- per instance in case of failure to submit quarterly report on the variations and restoration /rectification of works.
- (iii) Recovery of Rs. 10,000 per day per key staff for non-availability of key staff for continually more than 10 days.
- (iv) Recovery of 15% of remuneration of staff in case of 1st turnover per key staff position and 25% of remuneration of staff in case of 2nd turnover from each monthly invoice. A max. of only 2(two) 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.

PART II

Section 8. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services

Time-Based

Contents

AMARAVATI DEVELOPMENT CORPORATION LIMITED (ADCL)	9
PART I.....	10
Section 1. Request for Proposal Letter.....	10
Section 2. Instructions to Consultants and Data Sheet	15
A. General Provisions	15
1. Definitions	15
2. Introduction	18
3. Conflict of Interest.....	18
4. Unfair Competitive Advantage.....	20
5. Fraud and Corruption	20
6. Eligibility	20
B. Preparation of Proposals.....	22
7. General Considerations	22
8. Cost of Preparation of Proposal	23
9. Language	23
10. Documents Comprising the Proposal	23
11. Only One Proposal.....	23
12. Proposal Validity	24
13. Clarification and Amendment of RFP	25
14. Preparation of Proposals Specific Considerations.....	26
15. Technical Proposal Format and Content	27
16. Financial Proposal	27
C. Submission, Opening and Evaluation.....	28
17. Submission, Sealing, and Marking of Proposals	28
18. Confidentiality	30
19. Opening of Technical Proposals	31
20. Proposals Evaluation	31
21. Evaluation of Technical Proposals.....	31
22. Financial Proposals for QBS	32
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) ..	32
24. Correction of Errors	34
25. Taxes.....	35
26. Conversion to Single Currency	35
D. Negotiations and Award.....	36

E. Data Sheet	42
Section 3. Technical Proposal – Standard Forms.....	59
Section 4. Financial Proposal - Standard Forms	75
Section 5. Eligible Countries	89
Section 6. Fraud and Corruption	91
Section 7. Terms of Reference.....	95
ESHS – Environment, Social, Health and Safety	Error! Bookmark not defined.
PART II	104
Section 8. Conditions of Contract and Contract Forms	104
I. Form of Contract	113
II. General Conditions of Contract	117
A. GENERAL PROVISIONS	117
1. Definitions.....	117
2. Relationship between the Parties.....	119
3. Law Governing Contract	119
4. Language	119
5. Headings	119
6. Communications	119
7. Location	119
8. Authority of Member in Charge	119
9. Authorized Representatives	120
10. Fraud and Corruption	120
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	120
11. Effectiveness of Contract.....	120
12. Termination of Contract for Failure to Become Effective	120
13. Commencement of Services.....	121
14. Expiration of Contract	121
15. Entire Agreement.....	121
16. Modifications or Variations.....	121
17. Force Majeure	121
18. Suspension	123
19. Termination.....	123
C. OBLIGATIONS OF THE CONSULTANT	126

20. General.....	126
21. Conflict of Interest.....	127
22. Confidentiality	128
23. Liability of the Consultant	128
24. Insurance to be taken out by the Consultant.....	129
25. Accounting, Inspection and Auditing.....	129
26. Reporting Obligations	129
27. Proprietary Rights of the Client in Reports and Records.....	129
28. Equipment, Vehicles and Materials.....	130
D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS.....	131
29. Description of Key Experts	131
30. Replacement of Key Experts.....	131
31. Approval of Additional Key Experts	132
32. Removal of Experts or Sub-consultants	132
33. Replacement/ Removal of Experts – Impact on Payments.....	132
34. Working Hours, Overtime, Leave, etc.	133
E. OBLIGATIONS OF THE CLIENT	133
35. Assistance and Exemptions	133
36. Access to Project Site.....	134
37. Change in the Applicable Law Related to Taxes and Duties	134
38. Services, Facilities and Property of the Client.....	135
39. Counterpart Personnel	135
40. Payment Obligation	136
F. PAYMENTS TO THE CONSULTANT	136
41. Ceiling Amount	136
42. Remuneration and Reimbursable Expenses.....	136
43. Taxes and Duties	137
44. Currency of Payment.....	137
45. Mode of Billing and Payment.....	137
46. Interest on Delayed Payments.....	139
G. FAIRNESS AND GOOD FAITH.....	139
47. Good Faith.....	139
H. SETTLEMENT OF DISPUTES	139
48. Amicable Settlement	139
49. Dispute Resolution.....	139
III. Special Conditions of Contract.....	145

IV. Appendices	153
Appendix A – Terms of Reference.....	153
Appendix B - Key Experts	153
Appendix C – Remuneration Cost Estimates	153
Appendix D – Reimbursable Expenses Cost Estimates.....	157
Appendix E - FORMATS OF SECURITIES	158
APPENDIX F - CODE OF CONDUCT (ESHS)	161
PART III.....	162
Section 9. Notification of Intention to Award and Beneficial Ownership Forms.	162
Notification of Intention to Award	163

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)**DELETED**.

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; and Appendix E; 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**

a. 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**

b. 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 Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the
Consultant**

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

e. Payment upon Termination

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

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. **Standard of Performance**

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

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

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

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

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

- (a) as a matter of law or official regulations, the 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;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a

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

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

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 inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of: INDIA.
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are <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	N/A.
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: <i>Receipt by the Client of a Performance Security in the form of Bank Guarantee from Nationalized Bank on behalf of the Consultant.</i>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be: 15days.</p>

13.1	Commencement of Services: The number of days shall be: 10days. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be: 12months (which can extendable on mutual consent up to further 6months)

23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds <u>one times</u> the total value of the Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "applicable law in the Client's country".
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of <i>total ceiling amount of the Contract</i>.</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>"in accordance with the applicable law in the Client's country"</i>.</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>"in accordance with the applicable law in the Client's country"</i>.</p>

	<p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	N/A
27.2	The Consultant shall not use these <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.
32. Removal of Experts or Sub-consultants	<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 Sub consultants who are found to be in breach of the Code of Conduct (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>
35.1 (a) through (e)	<i>Deleted</i>
35.1(f)	<i>Deleted</i>
41.2	<p>The ceiling in local currency is: Indian Rupees _____ inclusive of local indirect taxes.</p>

	<p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall “reimbursed” by the Client “to” the Consultant.</p> <p>The amount of such taxes is _____ <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>Price adjustment on the remuneration “does not apply”.</p> <p>No increase in the cost or rates of the services on account of inflation during contract period, including extensions if any.</p>
44.1	<p>The currency of payment shall be the following: <u>Indian Rupees.</u></p>
45.1(a)	Deleted
45.1(b)	<p>The Consultant shall submit to the Client itemized statements at time intervals of <u>every month.</u></p>
45.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>N/A.</i></p> <p>for local currency: <i>[insert account].</i></p>
46.1	Deleted.
49.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 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"> (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>Indian Road</i>

	<p><i>Congress</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, Indian Road Congress shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>Indian Council of Arbitration</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>Indian Council of Arbitration</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>
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	<p>2. <u>Rules of Procedure.</u> Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996 of India.</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> <ul style="list-style-type: none"> (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 (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) Proceedings shall, unless otherwise agreed by the Parties, be held in VIJAYAWADA, INDIA.

	<p>(b) the <i>English</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>
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; 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 ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D – 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

DELETED

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)

DELETED

PART III

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

Notification of Intention to Award

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

For the attention of Consultant's authorized representative

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

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

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

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

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

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

Notification of Intention to Award

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

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

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

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

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

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

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

1. The successful Consultant

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

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

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

Name of Consultant	Submitted Proposal	[<i>use for FTP</i>] Overall technical scores	[<i>use for STP</i>] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		Criterion (iv): [<i>insert score</i>] Criterion (v): [<i>insert score</i>] 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 Consultant¹. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

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

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

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

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

To: *[insert complete name of Client]*

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

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

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant

			(Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

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

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

OR

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

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

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

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

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

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

Date signed [insert date of signing] **day of** [insert month], [insert year]_____

** 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.