

SELECTION OF CONSULTANTS

# Request for Proposals Consulting Services

## Procurement of:

**Selection of Agency for Proof Checking and Construction Management Consultancy for District Hospitals in Assam**

**RFP No:** IN-AHIDMS-345963-CS-QCBS

**Consulting Services for:** Selection of Agency for Proof Checking and Construction Management Consultancy for District Hospitals in Assam

**Client:** Assam Health Infrastructure Development and Management Society (AHIDMS), Government of Assam

**Country:** India

**Issued on:** 20<sup>th</sup> March 2023



## TABLE OF CONTENTS

PART I.....	4
Section 1. Request for Proposal Letter and Notification of Intention to Award template.....	4
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.....	19
5. Fraud and Corruption.....	19
6. Eligibility .....	20
B. Preparation of Proposals.....	21
7. General Considerations .....	21
8. Cost of Preparation of Proposal .....	22
9. Language.....	22
10. Documents Comprising the Proposal.....	22
11. Only One Proposal .....	22
12. Proposal Validity .....	22
13. Clarification and Amendment of RFP .....	23
14. Preparation of Proposals Specific Considerations .....	24
15. Technical Proposal Format and Content.....	25
16. Financial Proposal.....	25
C. Submission, Opening and Evaluation .....	26
17. Submission, Sealing, and Marking of Proposals .....	26
18. Confidentiality .....	27
19. Online Opening of Technical Proposals .....	27
20. Proposals Evaluation.....	28
21. Evaluation of Technical Proposals.....	28
22. Financial Proposals for QBS.....	28
23. Online Opening of Financial Proposals (for QCBS, FBS, and LCS methods).....	29
24. Correction of Errors .....	30
25. Taxes.....	31
26. Conversion to Single Currency.....	31
27. Combined Quality and Cost Evaluation .....	31
D. Negotiations and Award.....	32
28. Negotiations .....	32
29. Conclusion of Negotiations.....	33
30. Standstill Period .....	33
31. Notice of Intention to Award .....	33
32. Notification of Award.....	34
33. Debriefing by the Client.....	35
34. Award of Contract.....	35

---

35. Procurement Related Complaint .....	35
E. Data Sheet.....	36
Section 3. Technical Proposal – Standard Forms .....	49
1. Checklist of Required Forms .....	49
2. Form TECH-1 .....	50
3. Form TECH-2 .....	53
4. Form TECH-3 .....	55
5. Form TECH-4 .....	56
6. Form TECH-4 .....	57
7. Form TECH-5 .....	58
8. Form TECH-6 .....	59
Section 4. Financial Proposal - Standard Forms .....	69
Section 5. Eligible Countries .....	81
Section 6. Fraud and Corruption .....	83
Section 7. Terms of Reference .....	85
PART II.....	104
Section 8. Conditions of Contract and Contract Forms .....	104
Preface.....	110
I. Form of Contract.....	113
II. General Conditions of Contract .....	117
A. GENERAL PROVISIONS.....	117
1. Definitions.....	117
2. Relationship between the Parties .....	118
3. Law Governing Contract.....	118
4. Language.....	119
5. Headings .....	119
6. Communications .....	119
7. Location .....	119
8. Authority of Member in Charge .....	119
9. Authorized Representatives .....	119
10. Fraud and Corruption .....	119
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 .....	120
14. Expiration of Contract.....	120
15. Entire Agreement .....	120
16. Modifications or Variations .....	120
17. Force Majeure .....	120
18. Suspension .....	122
19. Termination.....	122

---

C. OBLIGATIONS OF THE CONSULTANT .....	124
20. General .....	124
21. Conflict of Interest .....	125
22. Confidentiality .....	126
23. Liability of the Consultant .....	126
24. Insurance to be taken out by the Consultant .....	126
25. Accounting, Inspection and Auditing .....	127
26. Reporting Obligations .....	127
27. Proprietary Rights of the Client in Reports and Records .....	127
28. Equipment, Vehicles and Materials .....	128
D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS .....	128
29. Description of Key Experts .....	128
30. Replacement of Key Experts .....	128
31. Approval of Additional Key Experts .....	129
32. Removal of Experts or Sub-consultants .....	129
33. Replacement/ Removal of Experts – Impact on Payments .....	129
34. Working Hours, Overtime, Leave, etc. ....	129
E. OBLIGATIONS OF THE CLIENT .....	130
35. Assistance and Exemptions .....	130
36. Access to Project Site .....	131
37. Change in the Applicable Law Related to Taxes and Duties .....	131
38. Services, Facilities and Property of the Client .....	131
39. Counterpart Personnel .....	131
40. Payment Obligation .....	132
F. PAYMENTS TO THE CONSULTANT .....	132
41. Ceiling Amount .....	132
42. Remuneration and Reimbursable Expenses .....	132
43. Taxes and Duties .....	133
44. Currency of Payment .....	133
45. Mode of Billing and Payment .....	133
46. Interest on Delayed Payments .....	134
G. FAIRNESS AND GOOD FAITH .....	134
47. Good Faith .....	134
H. SETTLEMENT OF DISPUTES .....	135
48. Amicable Settlement .....	135
49. Dispute Resolution .....	135
III. Special Conditions of Contract .....	139
IV. Appendices .....	149
Appendix A – Terms of Reference .....	149
Appendix B - Key Experts .....	149
Appendix C – Remuneration Cost Estimates .....	149
Appendix D – Reimbursable Expenses Cost Estimates .....	153
Appendix E - Form of Advance Payments Guarantee .....	<b>Error! Bookmark not defined.</b>

---

## **PART I**

### **Section 1. Request for Proposal Letter and Notification of Intention to Award template**

---

# Request for Proposal Letter

## Consulting Services

**Name of Assignment:** *Selection of Agency for Proof Checking and Construction Management Consultancy for District Hospitals in Assam*

**RFP Reference No.:** IN-AHIDMS-345963-CS-QCBS

**Loan No./Credit No./ Grant No.:** NA

**Country:** India

**Date:** 20<sup>th</sup> March 2023

Sl. No	Name of the Consultancy firm/Association	Country
1	ARCH-EN DESIGN, B1/37, Ground Floor, Hauz Khas, New Delhi-110016, India Email : info.delhi@aed.co.in	India
2	Mott MacDonald Private Limited (India) in JV with Mott MacDonald Limited (UK) and HOSMAC India Pvt. Ltd., 101, Nomura, Hiranandani Gardens, Powai, Mumbai-400076, Maharashtra, India Email : amit.mukherjee@mottmac.com	India
3	K &J Projects Private Limited in Joint Venture with Fairwood Infra and Services Pvt. Ltd., Shivam, 16 NIT Layout, Ravinagar, Nagpur, INDIA Email : info@knjprojects.com	India
4	Tractebel GKW Gmbh in JV with Vision EIS Consulting Pvt. Ltd. and STAT Consulting Pvt. Ltd. India Branch Office: Unit No. 1304 and 1305, 13th Floor, Tower - 1, PS : Srijan Corporate Park, Plot No. 2, Block EP & GP, Sector - V, Bidhan Nagar, Salt Lake Electronics Complex, Kolkata – 700 091, West Bengal ,India. . Email : info.gkw_india@tractebel.engie.com	India

Dear Consultants :

1. The Assam Health Infrastructure Development and Management Society (AHIDMS), Government of Assam (hereinafter called “Borrower”) has applied for financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a “loan” (hereinafter called [“loan”]) toward the cost of Assam State Secondary Healthcare Initiative for Service Delivery Transformation (ASSIST) Project. The Assam Health Infrastructure Development and Management Society (AHIDMS), an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by

the Bank will be made only at the request of the Assam Health Infrastructure Development and Management Society (AHIDMS), and upon approval by the Bank, 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 Bank, 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 Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.

2. The Client now invites online proposals to provide the following consulting services (hereinafter called “Services”): Selection of Agency for Proof Checking and Construction Management Consultancy for District Hospitals in Assam. More details on the Services are provided in the Terms of Reference (Section 7).
3. This electronic Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

Sl. No	Name of the Consultancy firm/Association	Country
1	ARCH-EN DESIGN, B1/37, Ground Floor, Hauz Khas, New Delhi-110016, India Email : info.delhi@aed.co.in	India
2	Mott MacDonald Private Limited (India) in JV with Mott MacDonald Limited (UK) and HOSMAC India Pvt. Ltd., 101, Nomura, Hiranandani Gardens, Powai, Mumbai-400076, Maharashtra, India Email : amit.mukherjee@mottmac.com	India
3	K &J Projects Private Limited in Joint Venture with Fairwood Infra and Services Pvt. Ltd., Shivam, 16 NIT Layout, Ravinagar, Nagpur, INDIA Email : info@knjprojects.com	India
4	Tractebel GKW GmbH in JV with Vision EIS Consulting Pvt. Ltd. and STAT Consulting Pvt. Ltd. India Branch Office: Unit No. 1304 and 1305, 13th Floor, Tower - 1, PS : Srijan Corporate Park, Plot No. 2, Block EP & GP, Sector - V, Bidhan Nagar, Salt Lake Electronics Complex, Kolkata – 700 091, West Bengal, India. Email : info.gkw_india@tractebel.engie.com	India

4. It is not permissible to transfer this RFP to any other firm.

A firm will be selected under *Quality and Cost Based Selection (QCBS)* procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the *Bank’s Procurement Regulations for IPF Borrowers* July 2016, revised November 2017, August 2018 and revised November 2020 (“Procurement Regulations”) which can be found at the following website: [www.worldbank.org](http://www.worldbank.org)

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet



---

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Time-Based)

5. The RFP is available online at <https://assamtenders.gov.in/nicgep/app> for downloading free of cost for the short-listed consultants only. The short-listed consultant would be required to register on the website, which is free of cost, and would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated prior to the submission of proposals. For submission of a proposal online at the web address indicated above, the Consultant is also required to have a Digital Signature (DSC) from one of the Government of India authorized Certifying Authorities. The list of the authorized Certifying Authorities can be found from the link <http://www.cca.gov.in>
6. Short-listed Consultants who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://assamtenders.gov.in/nicgep/app> Any Proposal or modifications to Proposal (including discount) received outside e-procurement system will not be considered.
7. Please inform us by 23<sup>rd</sup> March 2023, through e-mail:
  - (a) that you have received this Request for Proposals; and
  - (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
8. Details on the proposal's submission date, and time are provided in ITC 17.4. The e-procurement system would not allow any late submission of proposals.

Yours sincerely,

Dr. Siddharth Singh, IAS

The Project Director

Assam Health Infrastructure Development & Management Society,  
Dept. of Medical Education & Research, Govt. of Assam  
4th floor, Nayantara Supermarket Complex, Six Mile, Khanapara,  
Guwahati, Assam, India-781006  
Phone: 0361-3501033, Email: [pmu.ahidms@gmail.com](mailto:pmu.ahidms@gmail.com)

---

## Notification of Intention to Award

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

For the attention of Consultant's authorized representative

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

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

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

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

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

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

## Notification of Intention to Award

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

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

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

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

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

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

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

### 1. The successful Consultant

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

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

Name of Consultant	Submitted Proposal	[use for FTP] 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]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <b>Criterion (iii):</b> [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] <b>Criterion (iv):</b> [insert score] <b>Criterion (v):</b> [insert score]  <b>Total score:</b> [insert score]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score]  <b>Total score:</b> [insert score]	[Proposal price]	[evaluated price]	<b>Combined Score:</b> [combined score] <b>Ranking:</b> [ranking]
[insert name]	[yes/no]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <b>Criterion (iii):</b> [insert score] <u>Sub-criterion a:</u>	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score]	[Proposal price]	[evaluated price]	<b>Combined Score:</b> [combined score] <b>Ranking:</b> [ranking]

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)
		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] <b>Criterion (iv):</b> [insert score] <b>Criterion (v):</b> [insert score] <b>Total score:</b> [insert score]	<u>Sub-criterion c:</u> [insert score] <b>Total score:</b> [insert score]			
[insert name]	[yes/no]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <b>Criterion (iii):</b> [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]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] <b>Total score:</b> [insert score]	[Proposal price]	[evaluated price]	<b>Combined Score:</b> [combined score] <b>Ranking:</b> [ranking]

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)
		2: [insert score] 3: [insert score] <b>Criterion (iv):</b> [insert score] <b>Criterion (v):</b> [insert score] <b>Total score:</b> [insert score]				
[insert name]	...					
...	...					

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



## 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 Regulations” means Procurement Regulations for IPF Borrowers of date specified in the **Data Sheet**
- (c) “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.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the [*loan/financing/grant*<sup>1</sup>] agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “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

---

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

supplement, but not to over-write, the provisions of the ITC.

- (j) “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.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “ES” means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH).
- (m) “Government” means the government of the Client’s country.
- (n) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (o) “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.
- (p) “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.
- (q) “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.
- (r) “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.

- (s) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (t) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants through e-procurement system, based on the SPD - RFP.
- (u) “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client in e-procurement system, as the basis for the preparation of the RFP.
- (v) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (w) “**Sexual Exploitation and Abuse**” “(SEA)”\* means the following:

**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions

- (x) “**Sexual Harassment**” “(SH)”\* is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s or Client’s Personnel.
- (y) “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.
- (z) “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.

\*A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section 3.

## 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), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

## **6. Eligibility**

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

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

### **b. Prohibitions**

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

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations

with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

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

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

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

**d. Restrictions for Public Employees**

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

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**e. Borrower Debarment**

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

## **B. Preparation of Proposals**

**7. General Considerations**

- 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in

providing the information requested in the RFP may result in rejection of the Proposal.

**8. Cost of Preparation of Proposal**

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

**9. Language**

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

**10. Documents Comprising the Proposal**

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

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

**11. Only One Proposal**

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

**12. Proposal Validity**

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

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the



availability of the Key Experts, the proposed rates and the total price.

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

**a. Extension of Validity Period**

12.4 The Client will make its best effort to complete the negotiations 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 e-procurement system specified in ITC 17.1 provides for online clarifications. The Consultant may request an online clarification of any part of the RFP during the period

indicated in the **Data Sheet** before the Proposals' submission deadline. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond online by uploading the response (including an explanation of the query but without identifying its source) for information of 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 online in accordance with procedure described in **Data Sheet**. The amendment shall be binding on all shortlisted Consultants.

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 online a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline in accordance with the procedure described in the **Data Sheet**. 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. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

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

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

## **16. Financial Proposal**

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

### **a. Price Adjustment**

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

- b. Taxes** 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
- c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

### **C. Submission, Opening and Evaluation**

- 17. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a digitally signed, encrypted, 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 shall be done electronically through the website and in accordance with procedure specified in the **Data Sheet**. Proposals submitted by any other means will be rejected.
- 17.2 An authorized representative of the Consultant shall digitally 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 scanned and uploaded together with the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal.

- 17.3 Consultants should be aware that the electronic procurement system does not allow for any modifications, revisions, interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with Clause ITC 13.2.
- 17.4 The Proposal or its modifications must be uploaded on the portal no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline.
- 17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the **Data Sheet**.

## 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. Online Opening of Technical Proposals

- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the **Data Sheet** and this could be viewed online by the shortlisted Consultants. The short-listed consultants

or their authorized representatives may attend the online opening in person if this option is offered in the **Data Sheet**. The opening date, time and the address are stated in the **Data Sheet**. The folder with the Financial Proposal shall remain unopened, encrypted, in the e-procurement system until the subsequent public opening in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (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 the folder with the Financial Proposal in the portal; and (iii) 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. Online 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 by sending a notification through the means indicated in the **Data Sheet**, 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 if indicated in ITC 23.5 location of the online public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify 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 if indicated in ITC 23.5 location of the online public opening and invite them for the opening of the Financial Proposals.

23.3 If the ITC 23.5 provides an option of attending in person, 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) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened online by the Client's evaluation committee as described in the **Data Sheet**. 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 first and recorded online simultaneously. The Financial Proposals shall be then opened, and the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the portal for the information of the Consultants who submitted Proposals and the Bank, unless the **Data Sheet** provides for other means of sending notifications and the results of the financial opening.

## 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 e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures and there is therefore, no scope of discrepancy and need for the Client's evaluation committee to correct any computational or arithmetical errors.

The Client's evaluation committee will 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 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.

- sb. Lump-Sum Contracts**      24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
- 25. Taxes**      25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency**      26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality and Cost-Based Selection (QCBS)**      27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
- b. Fixed-Budget Selection (FBS)**      27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.
- 27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

**c. Least-Cost Selection**

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

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

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

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

**a. Availability of Key Experts**

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

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

**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 be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the **Data Sheet**. Where only one Proposal is submitted, the Standstill Period shall not apply.
- 31. Notice of Intention to Award**
- 31.1 When a Standstill Period applies, it shall commence when the Client has transmitted to each Consultant whose financial proposal was opened, the Notification of Intention to Award the Contract to the successful Consultant as per instructions in the **Data Sheet**. 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 Prior to the expiration of the Proposal Validity Period and upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, 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; and
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

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 ITB 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 Consultant shall bear their own costs of attending such a debriefing meeting

**34. Award of Contract**

34.1 The Contract shall be signed promptly upon Notification of Award.

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)	<b>The date of the Applicable Regulations is November 2020</b>
1 (c)	<i>India</i>
2.1	<p><b>Name of the Client:</b> Assam Health Infrastructure Development and Management Society (AHIDMS), Guwahati, Government of Assam</p> <p><b>Method of selection:</b> Quality and Cost Based Selection (QCBS) as per (80:20, i.e., 80% for Quality and 20% for Cost) as per <u>The Applicable Regulations: Procurement Regulations for IPF Borrowers dated July 2016 revised November 2020 available on <a href="http://www.worldbank.org">www.worldbank.org</a></u></p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes</p> <p><b>The name of the assignment is:</b> <u>Selection of Agency for Proof Checking and Construction Management Consultancy for District Hospitals in Assam</u></p>
2.3	<p><b>A pre-proposal conference will be held:</b> Yes</p> <p>Date of pre-proposal conference: 27<sup>th</sup> March 2023</p> <p>Time: 14:00 Hrs to 15.00 Hrs</p> <p>Address: Assam Health Infrastructure Development &amp; Management Society, Dept. of Medical Education &amp; Research, Govt. of Assam 4th floor, Nayantara Supermarket Complex, Six Mile, Khanapara, Guwahati, Assam, India-781006</p> <p>Email: <a href="mailto:pmu.ahidms@gmail.com">pmu.ahidms@gmail.com</a></p> <p>Contact person: Mr. Biswadeep Das, Senior Project Manager, AHIDMS</p>
2.4	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> Give access to all the required documents and any other information associated with the project and as deemed necessary for preparation of Proposals according to the intended</p>

	terms of reference under Section 7 of this RFP
<b>4.1</b>	<b>Not Applicable</b>
<b>6.3.1</b>	<b>A list of debarred firms and individuals is available at the Bank's external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></b>
<b>6.3.5</b>	<b>Deleted</b>
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<b>This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.</b>
<b>10.1</b>	<p><b>The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>To Be Submitted in the TECHNICAL FOLDER available in the e-procurement portal under the RFP:</b></p> <p><b>The Technical Proposal comprising:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> <li>(8) TECH-7 Code of Conduct (ESHS): <i>The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.]</i></li> </ol> <p><b>AND</b></p>

	<p><b>The Financial Proposal comprising: (To Be Submitted in the FINANCIAL FOLDER available in the e-procurement portal under the RFP)</b></p> <p>(1) FIN-1  (2) FIN-2  (3) FIN-3  (4) FIN-4  (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p> <p><b><i>(ALL FIN FORMs IN MS EXCEL FORMAT SHALL BE SUBMITTED IN THE FINANCIAL FOLDER ONLY. PROPOSAL SHALL BE SUMMARILY REJECTED IN CASE BIDDER SUBMIT ANY PRICE INFORMATION OTHER THAN IN FINANCIAL FOLDER)</i></b></p>
<b>10.2</b>	<p><b>Statement of Undertaking is required</b></p> <p>Yes</p>
<b>11.1</b>	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b></p> <p>Yes</p>
<b>12.1</b>	<p><b>Proposals must remain valid for 120 calendar days after the proposal submission deadline.</b></p>
<b>12.4</b>	<p>Any extension of validity period will be hosted on e-procurement portal and an e-mail will be sent to each short listed Consultant. The Consultants may send their response if any on the e-procurement portal and through e-mail at the e-mail id given in <b>Data Sheet 2.3</b>.</p>
<b>13.1</b>	<p><b>Clarifications may be requested</b> no later than <b>12 days</b> prior to the submission deadline.</p> <p>The system will also send auto-e-mail regarding hosting of query and response to all the shortlisted Consultants. The shortlisted Consultants shall remain responsible to view query and response thereto.</p>
<b>13.1.1</b>	<p>The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline.</p>



	The system will also send auto-e-mail regarding hosting of amendment to RFP to all the shortlisted Consultants. The shortlisted Consultants shall remain responsible to view amendment to RFP.
<b>13.1.2</b>	<b>The Client will host extension of submission deadline</b> on the e-procurement portal.
<b>13.2</b>	<p>A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals.</p> <p>(a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the 'Proposal'.</p> <p>(b) For this purpose, modification/withdrawal by other means will not be accepted.</p> <p>(c) The modification and consequential re-submission of proposals is allowed any number of times.</p> <p>(d) A consultant may withdraw its proposal by using the appropriate option for proposal withdrawal, before the deadline for submission of proposals. However, if the proposal is withdrawn, re-submission is <i><b>not allowed, as applicable to the e-procurement system</b></i></p>
<b>14.1.1</b>	<p><b>Shortlisted Consultants may associate with</b></p> <p><b>(a) non-shortlisted consultant(s):</b> No</p> <p><b>Or</b></p> <p><b>(b) other shortlisted Consultants:</b> No</p>
<b>14.1.2</b> (do not use for Fixed Budget method)	<b>Not Applicable</b>
<b>14.1.3</b> for time-based contracts only	<p><b>The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of 931 person-months.</b></p> <p><b>For the evaluation and comparison of Proposals only:</b> 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</p>

	amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.
<b>14.1.4 and 27.2</b> use for Fixed Budget method	<b>Not applicable</b>
<b>15.2</b>	The format of the Technical Proposal to be submitted is: <b>FTP</b> Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
<b>16.1</b>	<p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p>
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates:</b> No
<b>16.3</b>	<p>The Client will reimburse GST (Goods and Services Tax) only. All other applicable taxes shall be borne by the Consultant.</p> <p><b>Information on the Consultant's tax obligations in India can be found from the Ministry of Finance, Government of India website <a href="http://finmin.nic.in">http://finmin.nic.in</a> and Finance Department, Government of Assam .</b></p> <p>Consultants and their Subconsultants and Experts are responsible for payment of all taxes as applicable in India.</p> <p>Consultants (Foreign and Domestic) are responsible for payment of all taxes as applicable in India.</p> <p>The Client will, however reimburse on proof of submission with relevant Government Authority, the Goods &amp; Services Tax (GST) payable on the contract value by the consultant, as per Applicable Law in India. Statutory deductions of taxes at source (TDS), however, shall be made as applicable.</p>

	The above only are to be shown separately in the financial proposal.
16.4	<b>The Financial Proposal shall be stated in the following currencies:</b> Indian Rupees <b>The Financial Proposal should state local costs in the Client's country currency (local currency):</b> Yes.
<b>C. Submission, Opening and Evaluation</b>	
17.1	<p><b>Electronic – Procurement System</b></p> <p>The Client shall use the following electronic-procurement system to manage this Selection process: <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a></p> <p><b>The Consultants shall submit their Proposals electronically on the e-procurement portal.</b></p> <p><b>The electronic submission procedures shall be as follows:</b></p> <p>The Consultants shall submit their Proposals (both Technical and Financial) electronically following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website:</p> <p>(a) To participate in the e-tendering process, it is mandatory for the consultants to have Class III (DSC) with signing + Encryption, Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Agency authorized by the Government of India. Consultants can see the list of licensed CAs from the link <a href="http://www.cca.gov.in">www.cca.gov.in</a></p> <p>(b) The consultant should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token &amp; the user id/ password chosen during registration.</p> <p>(c) The size of individual files containing the documents comprising the Proposal(s) shall not exceed 10 MB and there is no limit on the number of files to be uploaded.</p>
17.4	<p><b>The Proposals must be uploaded on the e-procurement portal no later than:</b></p> <p><b>Date:</b> 17<sup>th</sup> April 2023 <b>Time:</b> 13:00 Hrs (IST)</p>
17.5	<i>None</i>

<p><b>19.1</b></p>	<p><b>The procedure for online opening of technical proposals shall be:</b>  <i>Technical proposal will be opened on the e-procurement portal by the Client's officials at the date and time indicated below.</i></p> <p><b>Date:</b> 17<sup>th</sup> April 2023</p> <p><b>Time:</b> 14:00 Hrs (IST)</p> <p><b>Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at:</b></p> <p>Conference Hall, The Project Director  Assam Health Infrastructure Development &amp; Management Society,  Dept. of Medical Education &amp; Research, Govt. of Assam  4th floor, Nayantara Supermarket Complex, Six Mile, Khanapara,  Guwahati, Assam, India-781006  Email: <a href="mailto:pmu.ahidms@gmail.com">pmu.ahidms@gmail.com</a></p> <p><i>[In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day]</i></p>						
<p><b>19.2</b></p>	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals N/A</b></p>						
<p><b>21.1</b> (for FTP)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p> <table border="1" data-bbox="408 1429 1409 1989"> <thead> <tr> <th data-bbox="408 1429 483 1570">Sl.</th> <th data-bbox="488 1429 1273 1570">Description</th> <th data-bbox="1278 1429 1409 1570">Maximum Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="408 1576 483 1989">(A)</td> <td data-bbox="488 1576 1273 1989"> <p><b>Past Experience</b></p> <p>Experience in completion of Design, Project Management, Supervision &amp; Quality Assurance assignments for projects of “similar nature” financed by multilateral agencies with consultancy fee value of at least Rs. 5 crores each in the last 5 years. Similar Nature works are defined as consulting assignments involving Design and construction supervision of hospital projects of at least 100 bed :</p> <ol style="list-style-type: none"> <li>1. Three Projects : 3 point</li> <li>2. More than three Projects : 4 marks</li> </ol> </td> <td data-bbox="1278 1576 1409 1989">4</td> </tr> </tbody> </table>	Sl.	Description	Maximum Points	(A)	<p><b>Past Experience</b></p> <p>Experience in completion of Design, Project Management, Supervision &amp; Quality Assurance assignments for projects of “similar nature” financed by multilateral agencies with consultancy fee value of at least Rs. 5 crores each in the last 5 years. Similar Nature works are defined as consulting assignments involving Design and construction supervision of hospital projects of at least 100 bed :</p> <ol style="list-style-type: none"> <li>1. Three Projects : 3 point</li> <li>2. More than three Projects : 4 marks</li> </ol>	4
Sl.	Description	Maximum Points					
(A)	<p><b>Past Experience</b></p> <p>Experience in completion of Design, Project Management, Supervision &amp; Quality Assurance assignments for projects of “similar nature” financed by multilateral agencies with consultancy fee value of at least Rs. 5 crores each in the last 5 years. Similar Nature works are defined as consulting assignments involving Design and construction supervision of hospital projects of at least 100 bed :</p> <ol style="list-style-type: none"> <li>1. Three Projects : 3 point</li> <li>2. More than three Projects : 4 marks</li> </ol>	4					

(B)	<b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b>	20
	<i>Technical Approach and Methodology</i>	<i>10</i>
	<i>Work Plan</i>	<i>10</i>
(C)	Key Experts' qualifications and competence for the Assignment: <i>{Notes to Consultant: Each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i>	76
1	Senior Contract Management Specialist (Team Leader)	5
2	Contract Management Specialist (Deputy Team Leader)	4
3	Hospital Architect	3
4	Structural Engineer	3
5	Quantity Surveyor	3
6	Electrical Engineer	2
7	Mechanical Engineer	2
8	Interior designer	2
9	ICT expert	1
10	Environment, Health & Safety Officer	1
11	Procurement Specialist	2
<b>At respective site offices for ten new district hospitals,</b>		
1	Project Engineer/Manager (10)	<i>10</i>
2	Electrical Engineer (3)	<i>6</i>
3	Mechanical Engineer (5)	<i>10</i>
4	ICT Engineer (2)	<i>2</i>

	5	EHS Officer (10)	10	
	6	Site Engineer (10)	10	
	<p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): 0 %</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments ) : 50%</p> <p>3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10 %</p> <p style="text-align: right;"><i>Total weight: 100%</i></p>			
	<b>Total points for the three criteria:</b>		100	
	<p><b>The minimum technical score (St) required to pass is: <u>75% each for Part A ,Part B &amp; Part C</u></b></p>			
<b>21.1</b> [for STP]	<i>Not Applicable</i>			
	<b>Public Opening of Financial Proposals</b>			
<b>23.1 and 23.2</b>	<p><b>Notifications to the Consultants will be sent as following:</b> The Client shall notify the Consultants online through e-procurement portal, to all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Consultants have an option to attend the opening of the Financial Proposals in person through authorised representative.</p> <p><b><i>The opening shall take place at:</i></b></p> <p>Conference Hall, The Project Director Assam Health Infrastructure Development &amp; Management Society, Dept. of Medical Education &amp; Research, Govt. of Assam 4th floor, Nayantara Supermarket Complex, Six Mile, Khanapara, Guwahati, Assam, India-781006</p> <p>Email: <a href="mailto:pmu.ahidms@gmail.com">pmu.ahidms@gmail.com</a></p>			

	<i>In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day]</i>
<b>23.5</b>	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify online through e-procurement portal, 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 Mr. Biswadeep Das, Senior project Manager, AHIDMS, Email: pmu.ahidms@gmail.com, and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.</p> <p><b>The online opening procedure shall be as following:</b></p> <p>Financial proposals will be opened on the e-procurement portal by the Client's officials at the date and time indicated in BDS 23.2</p> <p><b>The procedure for notifying the Consultants on the results of the Financial opening shall be as following:</b> same as in ITB 23.2</p> <p><b>An option of presence in person is provided</b> at the place, date and time as specified in BDS 23.2</p>
<b>25.1</b>	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, 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>
<b>26.1</b>	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is:</b> Indian Rupees</p> <p><b>The official source of the selling (exchange) rate is:</b> State Bank of India (SBI) B.C. Selling Rate of Exchange</p> <p><b>The date of the exchange rate is:</b> The last date for submission of proposals</p>

<p><b>27.1</b> <b>(QCBS only)</b></p>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 80%</b>, and</p> <p><b>P = 20%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
<p><b>D. Negotiations and Award</b></p>	
<p><b>28.1</b></p>	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Date:</b> 3<sup>rd</sup> May 2023</p> <p><b>Address:</b> The Project Director, Assam Health Infrastructure Development &amp; Management Society, Dept. of Medical Education &amp; Research, Govt. of Assam 4th floor, Nayantara Supermarket Complex, Six Mile, Khanapara, Guwahati, Assam, India-781006</p>
<p><b>30.1</b> <b>Standstill Period</b></p>	<p>The Standstill Period is 10 Business Days after the date the Client has transmitted to all Consultants that submitted Proposals, the Notification of its Intention to Award the Contract to the successful Consultant.</p> <p>Note: Where a Consultant has previously received notification of exclusion from the process at an interim stage of the selection process, the Consultant will not receive a Notification of Intention to Award the Contract.</p>
<p><b>31.1</b></p>	<p><b>Procedure for notifying all Consultants whose financial Proposals were opened, the Intention to Award the Contract to the successful Consultant will be as follows:</b> the Client shall notify the Consultants online through e-procurement portal <i>or through email communication</i></p>
<p><b>32.2</b></p>	<p><b>The publication of the contract award information will be made available at clients website: <a href="https://ahidms.assam.gov.in/">https://ahidms.assam.gov.in/</a> and on e-procurement portal.</b></p>



34.2	<p><b>Expected date for the commencement of the Services:</b></p> <p><b>Date:</b> May 2023 <b>at:</b> Project Director, Assam Health Infrastructure Development and Management Society (AHIDMS), Guwahati, Assam</p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers</u> (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p><b>For the attention:</b> Dr. Siddharth Singh, IAS</p> <p><b>Title/position:</b> Project Director</p> <p><b>Client:</b> Assam Health Infrastructure Development and Management Society (AHIDMS)</p> <p><b>Email address:</b> <a href="mailto:pmu.ahidms@gmail.com">pmu.ahidms@gmail.com</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of this Request for Proposal;</li> <li>2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and</li> <li>3. the Client’s decision to award the contract.</li> </ol>



### Section 3. Technical Proposal – Standard Forms

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

#### CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	3
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	3
✓ If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	3
✓		TECH-2	Consultant's Organization and Experience.	10
✓		TECH-2A	A. Consultant's Organization	5
✓		TECH-2B	B. Consultant's Experience	5
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	2
✓		TECH-3A	A. On the Terms of Reference	1
✓		TECH-3B	B. On the Counterpart Staff and Facilities	1
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	30
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	10
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	Max 4 pages per CV
✓	✓	TECH-7	Code of Conduct (ESHS)	Max 2 pages per expert
✓	✓	TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	5

**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 until *[insert day, month and year in accordance with 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, sub-contractors, 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) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) below and delete the others*].

We [*where JV, insert: “including any of our JV members”*], and any of our sub-consultants:

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  - (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  - (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
- (g) [*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.*]
- (h) 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.
- (i) 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

**B - Consultant’s Experience**

---

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

<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....;}	{e.g., Ministry of ....., country}	{e.g., US\$1 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 ONLY)****DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN  
RESPONDING TO THE TERMS OF REFERENCE**

---

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

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

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

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

**FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)****DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR  
PERFORMING THE ASSIGNMENT**

---

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

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**  
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks [*Note to Client: add the following for supervision of civil works contracts:* including the Environmental, Social, Health and Safety (ESHS) aspects] to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
- c) **Comments (on the TOR and on counterpart staff and facilities)**  
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc. }

**FORM TECH-5 (FOR FTP AND STP)**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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

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



**FORM TECH-6 (FOR FTP AND STP)**

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

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

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

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty four(24) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office of the consultant preferably in Guwahati, Assam, India.. “Field” work means work carried out in the office or project sites of Client or any other places of Assam, India other than consultant’s office/Home. .

 Full time input  
 Part time input

**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

---

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

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

**Membership in Professional Associations and Publications:**

---

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

---

**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant’s Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

{ day/month/year }

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**FORM TECH-7 (FOR FTP AND STP))**  
**CODE OF CONDUCT FOR EXPERTS (ES) FORM**

***Note to the Client:***

***The following minimum requirements shall not be modified. The Client may include additional requirements to address identified issues, informed by relevant environmental and social assessment.***

***Delete this Box prior to issuance of the RFP.***

**Note to the Consultant:**

**The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified.** However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

**CODE OF CONDUCT FOR EXPERTS**

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. These Services will be carried out at [*enter the Site and other locations as appropriate*]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

**REQUIRED CONDUCT**

Experts shall:

1. carry out his/her duties competently and diligently;

2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, equipment and processes under each person’s control are safe and without risk to health;
  - b. wearing required personal protective equipment; and
  - c. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor’s Personnel or Client’s Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another ;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project’s Grievance Redress Mechanism.

### **RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant’s social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or

2. Call [ ] to reach the Consultant’s hotline (*if any*) and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

### **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant’s contact person(s) with relevant experience*] requesting an explanation.

Name of Expert: [insert name]

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

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Consultant:

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

Date: (day month year): \_\_\_\_\_

**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)**

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**  
**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND**  
**BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favor.
- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

**FORM TECH-8 (FOR FTP AND STP)**  
**SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH)**  
**PERFORMANCE DECLARATION**

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

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

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

Joint Venture Member's or Subconsultant's Name: *[insert full name]*

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

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

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



## **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 required (16.4 Data Sheet)}
<b>Cost of the Financial Proposal</b>				
Including:				
(1) <b>Remuneration</b>				
(2) <b>Reimbursables</b>				
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<b>Total Estimate for Indirect Local Tax:</b>				

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

### FORM FIN-3 BREAKDOWN OF REMUNERATION

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

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

---

		Total Costs				
--	--	-------------	--	--	--	--

---

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

### **1. Review of Remuneration Rates**

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

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

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

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

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

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

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

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

\_\_\_\_\_  
Date

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

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

**Consultant’s Representations Regarding Costs and Charges  
(Model Form I)**

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

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

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

1. Expressed as percentage of 1

2. Expressed as percentage of 4



### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

<b>B. Reimbursable Expenses</b>								
N°	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}							
<b>Total Costs</b>								

**Legend:**

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



---

## **Section 5. Eligible Countries**

**In reference to ITC 6.3.2**, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None



## Section 6. Fraud and Corruption

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

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

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

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

---

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

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

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

## Section 7. Terms of Reference

### 1. Background

Assam is the biggest North Eastern state of India. The population of Assam, across its 35 administrative districts is expected to reach 35.60 million by 2026, with about 86% living in rural areas<sup>5</sup> which is expected to increase. About 20 percent of Assam's population are tea growing and 10 percent reside in the riverine/char or tribal areas; hilly terrain with poor road connectivity and border areas impacts the transport system making it difficult to reach the healthcare facility in time. Healthcare access in the state is impacted due to these issues apart from other socio-demographic and behavior aspects. There is a need to standardize health facility composition to maximize implementation of quality, human-centered, and resilient health services at all levels of Assam's public health system.

Given the above context, Government of Assam (GoA) is implementing "Assam State Secondary Healthcare Initiative for Service Delivery Transformation" project (ASSIST) with financial and technical assistance from the World Bank. The proposed project aims to improve the management capacity and quality of health services in the state. The project will target investments towards health facilities and locations across the state over the next six years where the demand for health services is high and required capacities are in place to maximize the impact of the project. The Project has three components:

Component 1: Improved governance and management capacity of health systems at state, district, and facility level (Results based financing)

Component 2: Improved process quality and utilization of secondary healthcare system

Component 3: Improved structural quality and access to secondary care

Given the above background, ASSIST is seeking to on-board a Hospital Architectural cum Engineering consultant to Proof check and Review the designs and drawings and manage the construction of district hospitals envisaged under the project ensuring quality implementation and timely completion. Ten district hospitals are proposed to be constructed under the project across the State of Assam (refer Annex 1 for the names of the locations), twenty five district hospitals and ten Nursing schools are proposed to be renovated. It is expected that all the new health care facilities and renovation of existing hospitals and nursing schools to be completed and functional by March 2026.

### 2. OBJECTIVE OF THE ASSIGNMENT

The objective of the consulting assignment is to manage the Engineering and Procurement Construction (EPC) Contracts of Construction/ renovation of hospitals/ nursing schools including Proof Checking and Review of Designs and Drawings and undertake Construction Supervision so as to ensure (a) completion/ renovation of the district hospital and nursing schools as per the

---

<sup>5</sup> <https://assam.gov.in/>

specifications and standards in the stipulated time and (b) the hospital, nursing school so constructed/ renovated are fit for use.

The consulting assignment will be on man- month basis under Time-Based Contract for Proof checking and Review of Design and Construction Supervision for the proposed 10 new District Hospitals, 25 existing District hospitals to be renovated and 10 nursing schools. Assisting in procurement of contractor services including but not limited to preparation of RFB documents, preparation of addendum to RFB documents, preparation of replies to bidders queries, preparation of bid evaluation report, preparation of contract documents for the renovation works of twenty –five district hospitals ,ten nursing schools and preparation of bid evaluation report, preparation of contract documents of 6-7 new District Hospitals as described above will also be part of the assignment<sup>46</sup>.

### 3. SCOPE OF WORK

#### 3.1 CONSTRUCTION MANAGEMENT CONSULTANCY

The consultant shall be responsible for Proof checking and Review of Designs & Drawings and Construction Management and Supervision of ten new district hospitals and renovation/ rehabilitation of twenty-five district hospitals and ten nursing schools under the consulting assignment. The following tasks are to be undertaken

##### 3.1.1 General Role & Responsibility

- i. Act as Single Point of Contact for the hospitals/ nursing schools being constructed/ renovated between ASSIST, Contractor, Vendors, PWD and any other stakeholder not specifically mentioned here.
- ii. Work closely with the ASSIST to assist in carrying out its obligations under the construction contract agreement so that the work is not hampered in any way and the contractor is not prevented in carrying out its duties.
- iii. The consultant will be responsible for all planning, monitoring, management, documenting including quality control of material procured and works done, day to day supervision of works implementation, statutory compliance by the contractor, reporting, timely completion and commissioning of the Project
- iv. The Consultant shall advise and liaise with ASSIST/PWD/ Contractor/ Local authorities/ and other stakeholders/ vendors (if necessary) to receive in a timely manner, all necessary Approvals / NOCs/ permits/ documents, as required for starting work at site, its unhindered continuance and timely completion as per the works contract agreement.
- v. Facilitate Kick-Off meeting between the contractor and ASSIST once the works contract agreement of respective hospitals/ nursing school is signed to reiterate the (i) objective of the construction, (ii) implementation strategy, (iii) works program for timely completion, (iv) establishment of quality control and

---

<sup>6</sup> The designs with BoQ for the renovation of the 25 district hospitals , 10 Nursing schools, District hospital will be provided by ASSIST.



quality assurance plan for the proposed construction, (v) Roles & Responsibilities of ASSIST-Consultant-Contractor, (vi) documentation and reporting requirements and (vii) escalation protocol for issue resolution.

#### 3.1.1.2 Procurement Assistance

Assisting in procurement of contractor services including but not limited to preparation of RFB documents, preparation of addendum to RFB documents, preparation of replies to bidders queries, preparation of bid evaluation report, preparation of contract documents for the renovation works of twenty –five district hospitals and ten nursing schools and preparation of bid evaluation report, preparation of contract documents of 6-7 new District Hospitals .

#### 3.1.2 Contract Management, Performance, Documentation

- vi. Review and approve all documents submitted by the contractor like Detailed Design calculation, Design Reports, Good For Construction Drawings of all components of the project as stipulated in the EPC contract agreement signed between the Contractor & ASSIST, including works plan, Quality Assurance & Quality Control (QAQC) plan, progress reports, change proposals, works done bills and any other document and submit to ASSIST for its final approval or otherwise with the consultants' views/ recommendations including the correspondence received from the contractor and action point in response to the respective correspondence to be taken.
- vii. Check the designs submitted by the Contractor for compliance to (i) the conceptual drawings and design framework provided by ASSIST, (ii) specifications and codal provisions provided for in the contract agreement between the Contractor and ASSIST, including good for construction drawings for sufficiency in details and compliance to codal provisions, identify the gaps (if any) and communicate the same to the contractor thru ASSIST for rectification and resubmission of design and drawing.
- viii. Prepare the Works program of the respective hospitals/ nursing schools to be built including resource mobilization (human power, machinery and materials) schedule in support of the works program, anticipated cash flows as per the Works Contract Agreement. Review Contractors works program and resource mobilization schedule and suggest improvements where necessary. The works program and resource mobilization schedule including cash flow statement has to be updated every quarterly.
- ix. Prepare procurement schedule including list of long lead items in compliance with the latest approved Works Program to ensure

availability of the same at the time of construction; follow up with the respective contractors for their timely delivery and with vendors (if necessary).

- x. Undertake day to day construction supervision of the works to ensure all works including civil, interiors, engineering services are being done as per the approved design drawings for new hospitals for renovation of hospitals/ nursing schools and in compliance to the specifications provided in the works contract agreement. Proactively identify any mistakes/ shortcomings in the implementation and get it corrected.
- xi. Initiate documentation of the works at site. Ensure maintenance of various records at site like but not limited to, (i) drawings register, (ii) site visit register, (iii) Quality check lists register/ reports, (iv) materials received register, (v) test reports, (vi) test certificates (vendor, lab), (vii) correspondence etc, pertaining to Work Contract including photographing of the works to capture important stages, evidences etc.
- xii. Submit Monthly Progress report to ASSIST duly indicating the (a) planned vs achieved progress, (b) next two months (running) plan, (c) quantities of work executed, (d) materials received at site during the reporting month, (d) quality control checks, tests done and their results during the reporting month, (e) safety report, (f) list of various activities like meetings, trainings etc. conducted at site, (g) list of authorities, officials, non-officials who have visited the site and their comments, (h) issues observed and rectifications proposed their status (to be reported until their resolution), (i) correspondence sent and received during the month, (j) any other matter of Contractual importance that needs to be documented and reports and (k) progress photographs
- xiii. If the project is delayed, undertake delay analysis to identify the quantum of delay, which party (Contractor-Consultant-ASSIST-Third Party-unforeseen event- force majeure-) is responsible for how much delay, remedial action plan for catching up by updating the works program. The delay analysis report may be submitted Quarterly.
- xiv. Conduct daily/weekly/ fortnightly/ monthly review meeting (as the case may be) at site with the Contractor to discuss the progress, issues and any matter impacting the performance of the Works Contract Agreement, resolve the issues under its authority, escalate them if necessary and prepare the minutes of the meeting

- xv. Report Contract Management and administration issues that impacts the performance of the Contract and its completion as per the Works Contract Agreement promptly to ASSIST and in the monthly progress report.

### 3.1.3 Quality Control

- xvi. Establish Quality Assurance & Quality Control Protocol at site including responsibility matrix and ensure the implementation of the works is in accordance with contract specification, including overseeing the testing of materials and the finished work at site as per terms of the works contract agreement.

If any of the tests fails, the consultant is to recommend the way forward for rectification of the work in question in consultation with the ASSIST.

- xvii. Initiate quality and compliance checks at all stages of construction like pre-construction check, during construction check and post constructions check for all components/ elements coming in the hospital construction and maintain records for the same.
- xviii. Oversee tests on the engineering services installation like water supply, waste water management including effluent treatment plant (if any), bio-medical waste management, electrical services, firefighting system, HVAC, Medical gases storage and delivery system, voice and data networking system, building security and surveillance etc. including any other service not specifically mentioned here but needed for a seamless functioning of a hospital/ nursing school during their respective installation stage.
- xix. Ensure rectification of any sub-standard work vis-à-vis the Works Contract Agreement by the Contractor
- xx. Oversee commissioning of Engineering services systems mentioned above including integrated functioning of the all.
- xxi. Verify the compliance of the various engineering services, systems and controls installed are as per the Works Contract agreement. Ensure availability of the Operation & Maintenance manual for the systems and controls installed.

### 3.1.4 Cost Control

- xxii. Undertake checking of Running Account (RA) and Final Bills submitted by the Contractor as per the works done, check measurements (as required) and recommend the payments to be made to the contractor as per the respective Works Contract Agreement duly considering the deductions to be done if any and statutory payments.
- xxiii. Review variations and change proposals coming in the construction as per the Works Contract Agreement, including justification of the change, cost of the change and its implication on any other items of work and time of completion.
- xxiv. Prepare and quantify the Liquidity Damages/ Penalties (as the case may be) to be imposed to the Contractor as per the provision of the Works Contract Agreement in case of delay caused by the actions/ inactions of the Contractor and submitting it to ASSIST for its imposition.

#### 3.1.5 Safety, Environmental & Social Safeguards

- xxv. Establish & ensure safety protocols at site and ensure adherence to the protocols by every one who is at site including but not limited to personal safety, equipment safety and works safety.
- xxvi. Establish & ensure work protocols including barricading protocols at rehabilitation sites to ensure there is minimal disturbance to the users of the existing facility
- xxvii. Review the safety protocol and compliances at site during all activities being undertaken at site, maintain records of compliance/ non-compliance/ near miss/ minor accident/ major accident etc.
- xxviii. Ensure compliance to all Statutory regulations during construction of the hospital by the Contractor including but not limited to labour laws, environment laws, pollution control laws and any other law not specifically mentioned here but is applicable as per the Law of Land.
- xxix. Periodically conduct safety awareness talks and meetings with contractors and its labour force working at the site. Ensure all visitors coming in to the site including officials of the government are sensitised on safety aspects before they enter the site for inspection.
- xxx. Review, approve Contractor's Environment Social Impact Assessment (ESIA) and Environment Social Management Plan (ESMP); labour

management plan, waste management plan (as required) and monitor Contractor's performance against the approved plans. The ESMP plan is dynamic in nature, hence the Consultant has to ensure the Contractor updates the plan periodically as per World Bank norms.

- xxxi. Identify and report any changes to project design or construction methods which would trigger an update to the contractors ESMP. Changes to works or methods should be assessed against the existing Project Area of Influence (PAI) and whether there is a likely public interest aspect to the changes. If either the PAI (geographically, socially or environmentally) then the safeguard instruments shall be updated by the Consultant and the Contractor as required and re-disclosed.
- xxxii. Issue instructions to the Contractor to address any ESMP non-compliance issues, or if site restoration is not being done in a timely manner. Review the remedial action/s proposed by the Contractor or Propose suo-moto remedial actions and their timeframe for implementation in the event of a noncompliance of the ESMP.
- xxxiii. Submit ESMP monitoring report along with MPR to ASSIST.
- xxxiv. Establish and maintain a grievance redress mechanism pertaining any of the grievance of stakeholders of the project. Submit the status of grievances and their resolution status in the MPR to ASSIST. Escalate the grievance if it is beyond the purview of the Consultant.

### 3.1.6 Miscellaneous and Finishing of the Works Contract.

- xxxv. Coordinate with Medical Equipment Vendors for the following but not limited to:
  - a. Architects' incorporation of Design requirements of Medical Equipment in the building design drawings
  - b. Ensure that the work at site – Civil, Electrical, Mechanical, etc. for the Medical Equipment is executed as per requirement.
  - c. Coordinate with Medical Equipment vendors and local authorities for obtaining all approvals for shipment and delivery of the equipment
  - d. Providing Dispatch Clearance Certificate to Medical Equipment Vendors on achieving site readiness.
  - e. Assist in ensuring that the Medical Equipment are safely stored at site until installation
  - f. Coordinate with all agencies for installation of the Medical Equipment

xxxvi. At the end of the defect's liability period and when all outstanding work is completed and all repairs are carried out satisfactorily, issue the defects corrections certificate in accordance with the provisions of the construction contract.

xxxvii. After completion of the works necessary documents/ data and As Built Drawing related to contract shall be handed over to ASSIST along with maintenance manuals.

xxxviii. Assist and support ASSIST in any form of documentation pertaining to the Works Contract Agreement performance and progress.

Any other activity that is deemed necessary for the completion of the Works Contract Agreement but not included in the above shall form the part of scope of work Construction Management Consultancy

#### **4. EXCLUSIONS**

The following is excluded from the scope of work of consultant.

- Payment of municipal fees and any other statutory fees payable for approval of drawings at the local ULB/ fire department/ State authority as the case may be etc.
- Payment of fees associated with obtaining green building certification "GRIHA"
- Payment of fees and expenses associated with the bidding process for selection of the Contractor for works contract.
- Payment of fees for dedicated feeder line/ power supply, municipal water supply connection.
- Fees for obtaining permissions from Local authorities for operation of waste handling facility (ETP/ STP, Bio Medical Waste)

#### **5. DELIVERABLES**

The following are the deliverables under the consulting assignment

- Procurement Assistance
- Review and approval of Design Documents and Good For Construction
- Drawings to be supplied by the EPC Contractor
- Monthly Progress Reports including ESMP
- Non-Compliance Event report/ Critical issues report
- Recommendations and comments on all correspondence receive
- Delay Analysis Report
- Project Completion Report along with "As-Built" Drawings

#### **6. PROJECT DURATION & LOCATION OF SERVICES**

The proposed consulting assignment will be for 48 months consisting of (i) for new District Hospitals- 24 months. It will be man month Time Base Contract. The start date of this consulting assignment would be the date of notice to proceed issued to the Contractor. Works on all new facilities may not start simultaneously considering the bid response towards procurement of the works. Staff for the the assignment has to be deployed as per the commencement of the works, (ii) for renovation works- 15 months from the start date of each facility . Works on all rehabilitation works may not start simultaneously.

## 7. DELIVERABLE WISE PAYMENTS

The payments for the Construction Management Consultancy will be time based and will be reimbursed as per the invoices raised every quarter for the available staff time input at agreed rates. The payment will be made quarterly. The construction Management Consultancy shall submit monthly report and timesheet of Key and Non-Key experts.

## 8. EXPERTISE FOR THE ASSIGNMENT

The selected firm/agency will be expected to deploy sufficient amount of human resource required to successfully deliver the tasks. An indicative manpower requirement (key experts) for the assignment who will be deployed for the Design Vetting & Construction management Consultancy assignment and non-key experts of suitable qualifications and experience for providing need-based support as and when required are tabulated below:

SN	Key Expert	Qualifications & Experience	Man months
1	Senior Contract Management Specialist (Team Leader)	Graduate civil engineer with at least 20 years of experience in handling multiple construction contracts specifically hospital/hotel contracts. Should have experience in project planning, resource calculations, delay analysis, correspondence management and is well versed with FIDIC provisions for works contract and should have sound understanding of legal issues of a contract. Must be able to coordinate and guide the new construction and rehabilitation of works. Must be open to travel to sites as and when required.	24 months
2	Contract Management Specialist	Graduate Mechanical Engineer/ Civil Engineer with at least 15 years of	

SN	Key Expert	Qualifications & Experience	Man months
	(Deputy Team Leader)	experience in handling multiple construction contracts with experience in Renovation and Rehabilitation of hospital/ hotel contracts and well versed with implementation of MEP/ HVAC services. Should have experience in project planning, resource calculations, delay analysis, correspondence management. Must be able to coordinate and guide the new construction and rehabilitation of works. Must have experience in Quantity Surveying and rate analysis for costing of the works. Must be open to travel to sites as required.	24 months
3	Hospital Architect	Architect with minimum 15 years of experience in design and implementation of health care facilities, multi-specialty hospital	4
4	Structural Engineer	Structural Engineer with post graduate degree having 15 years of experience in structural design of institutional multi-storied buildings including seismic design	4
5	Quantity Surveyor	Civil Engineer with minimum 10 years of experience in estimation and budgeting of hospital buildings including rate analysis	24
6	Electrical Engineer	Electrical engineer with minimum 10 years of experience in design of electrical and instrumentation works of a hospital building	2
7	Mechanical Engineer	Mechanical engineer with minimum 15 years of experience in design of HVAC, firefighting, medical gases, plumbing of a hospital building	2
8	Interior designer	Interior designer with experience in “human centric” design having minimum 10 years of experience in corresponding design of hospital buildings.	2



SN	Key Expert	Qualifications & Experience	Man months
9	ICT expert	ICT Engineer with 10 years of experience in development of communication systems, IT network, CCTV and related instrumentation works in a hospital building	3
10	Environment, Health & Safety Officer	EHS officer with 10 years of experience in under taking EHS impact assessment and preparation of corresponding mitigation plan for construction of building works.	6
11	Procurement Specialist	BE with MBA/M.Tech having minimum 5 years of experience in procurement role preferably in Externally Funded Project.	2

The above key experts shall sit in Guwahati and shall work closely with PMU, AHIDMS & PWD for procurement assistance, design vetting and shall centrally manage the Project construction works during the assignment and shall visit the sites as & when required.

At respective site offices for ten new district hospitals, following key experts are proposed:

SN	Key Expert	Qualifications & Experience	Man months
1	Project Engineer/Manager (10)	Graduate civil engineer with at least 15 years of on-site experience in construction of hospital/ hotel buildings and has completed at least 2 projects end to end during the professional career and should have done interiors and fitouts.	One for each Site.  10 x 24 = 240
2	Electrical Engineer (3)	Graduate Electrical engineer with at least 15 years of on-site experience in installation of electrical wiring and systems in hospital/ hotel construction and has completed at least 2 projects end to end during the professional career and has experience in installation of Electro Mechanical equipment.	Three engineers for 10 hospitals.  3 x 12 = 36
3	Mechanical Engineer (5)	Graduate Electrical engineer with at least 15 years of on-site experience in installation of piping systems, duct systems pertaining to plumbing, waste water, firefighting, medical gases etc during the construction of hospital/ hotel buildings and has completed at least 2 projects end to end during the professional career.	One Engineer for two hospitals.  5 x 12 = 60

---

4	ICT Engineer (2)	Graduate Information Technology Engineer with at least 15 years of on-site experience in installation of voice, data, networking,	Two engineers for 10
---	------------------	-----------------------------------------------------------------------------------------------------------------------------------	----------------------

		building security and surveillance systems for the construction of hospital/ hotel buildings and has completed at least 2 projects end to end during the professional career.	hospitals  2 x 9 = 18
5	EHS Officer (10)	Graduate civil engineer with at least 5 years of on-site experience or diploma civil engineer with at least 8 years of on-site experience as a EHS officer and should have worked in a construction of a multi storied building construction. The EHS officer should have experience on working with site safety/ occupational health and safety and implementation of environment management plans.	One for each Site.  10 x 24 = 240
6	Site Engineer (10)	Graduate civil engineer with at least 5 years of on-site experience or diploma civil engineer with at least 10 years of on-site experience in construction of hospitals/ hotels and should have worked at least in one project until substantial completion	One for each Site.  10 x 24 = 240

Though while evaluating technical proposals, CVs of only the Key Experts proposed by the Consultant will be evaluated with respect to the indicative qualification and experience specified for each position in the above table, however, CVs of Non key personnel also must be submitted along with the proposal

Minimum Qualification Desired and Indicative Experience of minimum number of Non-Key Experts

At respective renovation and rehabilitation sites of district hospital (25 nos.) and nursing school (10 nos):

SN	Non-Key Expert (Number)	Qualifications & Experience	Man months
10	Senior Site Engineer (35)	Graduate civil engineer with at least 8 years of on-site experience or diploma civil engineer with at least 12 years of on-site experience in construction of hospitals/ hotels and should have worked in renovation and rehabilitation of building works	One for each Site.  35 x 15 = 525
11	EHS Officer (1)	Graduate civil engineer with at least 5 years	

		of on-site experience or diploma civil engineer with at least 8 years of on-site experience as a EHS officer and should have worked in a construction of a multi storied building construction. The EHS officer should have experience on working with site safety/ occupational health and safety and implementation of environment management plans.	15
12	Electrical Engineer (1)	Graduate Electrical engineer with at least 10 years of on-site experience in installation of electrical wiring and systems in hospital/ hotel construction and has completed at least 1 project end to end during the professional career and has experience in rehabilitation and renovation of hospital/ hotel	9
13	Mechanical Engineer (1)	Graduate Electrical engineer with at least 10 years of on-site experience in installation of piping systems, duct systems pertaining to plumbing, waste water, firefighting, medical gases etc during the construction of hospital/ hotel buildings and has completed at least 1 project end to end during the professional career and has experience in renovation and rehabilitation of works.	9
14	ICT Engineer (1)	Graduate Information Technology Engineer with at least 10 years of on-site experience in installation of voice, data, networking, building security and surveillance systems for the construction of hospital/ hotel buildings and has completed at least 1 project end to end during the professional career.	6
15	Supervisors (35)	Graduate with 5 years of experience in construction of buildings	One for each Site.  35 x 15 = 525

Any support staff for the above staff for the assignment may be provided by the Consultant as required and the costs may be built in accordingly.

---

The deployment of the experts for the new construction and renovation & rehabilitation work will be need based. The Consultant will have to, in consultation with the Employer, considering the progress of works implementation at each facility, deploy subject matter experts listed above. The mobilization & demobilization of all key experts/ Non key experts for the assignment shall happen strictly after obtaining prior approval of AHIDM Society. No Payments shall be made for manpower deployed without prior written approval of AHIDM Society.



## ANNEX 1

List of ten districts where district hospitals are proposed to be constructed:

Sl No	Name of the District	Proposed Location*
1	Kamrup Rural	Azara
2	Barpeta	Sarukhetri (Sarthebari)
3	Nagaon	Kaliabar SDCH
4	Goalpara	Dudhnoi
5	Jorhat	Mariani
6	Cachar	Lakhipur
7	Dibrugarh	Naharkatia
8	Lakhimpur	Boginadi
9	Bajali	Pathsala (Bajali)
10	Bongaigaon	Abhayapuri CHC

The district hospitals as proposed under sl no 1 to 6 above are being taken up on priority by Govt. of Assam in the first phase. The remaining Four (4) shall be taken up subsequently and manpower is to be deployed accordingly.

## **Requirements and Scope of Services**

### **Key Expert/s: Environment, Social, Health and Safety (ESHS)**

#### **Qualification for the ESHS Key Experts:**

The Key Expert/s shall have the appropriate level of academic and professional qualifications and experience to recognize and to deliver good international industry practice with respect to Environment, Social, Health and Safety (ESHS).

#### **Scope of ESHS Key Expert Services, tasks and expected deliverables**

*Ensure that the Contractor delivers its ES obligations under its contract. This includes, but is not limited to the following:*

- 1. review the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor's contract (normally not less than once every 6 months);*
- 2. review all other applicable contractor's documents related to ES aspects including the health and safety manual, security management plan and SEA prevention and response action plan;*
- 3. review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;*
- 4. undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract, to verify the Contractor's compliance with ES requirements (including relevant requirements on SEA/SH);*
- 5. undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ES related documentation, as necessary, to confirm the Contractor's compliance with ES requirements (including relevant requirements on SEA/SH);*
- 6. determine remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ES obligations;*
- 7. ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;*
- 8. ensure that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations;*
- 9. review and critique, in a timely manner, the Contractor's ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;*
- 10. undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;*
- 11. establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA and/or SH.*



*The Consultant shall:*

- (a) Immediately notify the Client of any failure by the Contractor to comply with its SEA and SH obligations;*
- (b) Immediately notify the Client of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Client's Personnel, Contractor's Personnel or Experts. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information. The Consultant shall provide full details of such incidents or accidents to the Client within the timeframe agreed with the Client.*
- (c) Immediately inform and share with the Client notifications on ES incidents or accidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting;*
- (d) Share with the Client in a timely manner the Contractor's ES metrics, as required of the Contractor as part of the Progress Reports.*

## **PART II**

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

**Time-Based Form of Contract**  
**STANDARD FORM OF CONTRACT**

**Consultant's Services**

Time-Based



## Contents

PART I .....	4
Section 1. Request for Proposal Letter and Notification of Intention to Award template .....	4
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 .....	19
5. Fraud and Corruption .....	19
6. Eligibility .....	20
B. Preparation of Proposals.....	21
7. General Considerations .....	21
8. Cost of Preparation of Proposal .....	22
9. Language.....	22
10. Documents Comprising the Proposal.....	22
11. Only One Proposal .....	22
12. Proposal Validity.....	22
13. Clarification and Amendment of RFP.....	23
14. Preparation of Proposals Specific Considerations .....	24
15. Technical Proposal Format and Content.....	25
16. Financial Proposal.....	25
C. Submission, Opening and Evaluation .....	26
17. Submission, Sealing, and Marking of Proposals.....	26
18. Confidentiality .....	27
19. Online Opening of Technical Proposals .....	27
20. Proposals Evaluation.....	28
21. Evaluation of Technical Proposals.....	28
22. Financial Proposals for QBS.....	28
23. Online Opening of Financial Proposals (for QCBS, FBS, and LCS methods).....	29
24. Correction of Errors .....	30
25. Taxes .....	31
26. Conversion to Single Currency .....	31
D. Negotiations and Award.....	32
E. Data Sheet.....	36
Section 3. Technical Proposal – Standard Forms.....	49
Section 4. Financial Proposal - Standard Forms .....	69
Section 5. Eligible Countries.....	81
Section 6. Fraud and Corruption .....	83

---

---

Section 7. Terms of Reference.....	85
PART II.....	104
Section 8. Conditions of Contract and Contract Forms .....	104
Preface.....	110
I. Form of Contract.....	113
II. General Conditions of Contract .....	117
A. GENERAL PROVISIONS.....	117
1. Definitions.....	117
2. Relationship between the Parties .....	118
3. Law Governing Contract.....	118
4. Language.....	119
5. Headings .....	119
6. Communications .....	119
7. Location .....	119
8. Authority of Member in Charge .....	119
9. Authorized Representatives .....	119
10. Fraud and Corruption.....	119
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 .....	120
14. Expiration of Contract.....	120
15. Entire Agreement .....	120
16. Modifications or Variations .....	120
17. Force Majeure .....	120
18. Suspension .....	122
19. Termination.....	122
C. OBLIGATIONS OF THE CONSULTANT .....	124
20. General.....	124
21. Conflict of Interest .....	125
22. Confidentiality .....	126
23. Liability of the Consultant .....	126
24. Insurance to be taken out by the Consultant .....	126
25. Accounting, Inspection and Auditing .....	127
26. Reporting Obligations.....	127
27. Proprietary Rights of the Client in Reports and Records.....	127
28. Equipment, Vehicles and Materials .....	128
D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS .....	128
29. Description of Key Experts.....	128
30. Replacement of Key Experts .....	128
31. Approval of Additional Key Experts .....	129

---

32.	Removal of Experts or Sub-consultants .....	129
33.	Replacement/ Removal of Experts – Impact on Payments .....	129
34.	Working Hours, Overtime, Leave, etc. ....	129
E.	OBLIGATIONS OF THE CLIENT .....	130
35.	Assistance and Exemptions.....	130
36.	Access to Project Site.....	131
37.	Change in the Applicable Law Related to Taxes and Duties .....	131
38.	Services, Facilities and Property of the Client .....	131
39.	Counterpart Personnel.....	131
40.	Payment Obligation.....	132
F.	PAYMENTS TO THE CONSULTANT .....	132
41.	Ceiling Amount .....	132
42.	Remuneration and Reimbursable Expenses .....	132
43.	Taxes and Duties .....	133
44.	Currency of Payment.....	133
45.	Mode of Billing and Payment .....	133
46.	Interest on Delayed Payments .....	134
G.	FAIRNESS AND GOOD FAITH .....	134
47.	Good Faith.....	134
H.	SETTLEMENT OF DISPUTES .....	135
48.	Amicable Settlement .....	135
49.	Dispute Resolution .....	135
III.	Special Conditions of Contract .....	139
IV.	Appendices .....	149
	Appendix A – Terms of Reference .....	149
	Appendix B - Key Experts .....	149
	Appendix C – Remuneration Cost Estimates.....	149
	Appendix D – Reimbursable Expenses Cost Estimates .....	153
	Appendix E - Form of Advance Payments Guarantee .....	<b>Error! Bookmark not defined.</b>

## **Preface**

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1 on Fraud and Corruption shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.



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

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

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

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

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

**between**

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

**and**

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

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



## I. Form of Contract

### TIME-BASED

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

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

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

#### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments Guarantee

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

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

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

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

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

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

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

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

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

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

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

*[Name of the lead member]*

---

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

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



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) “Applicable Regulations” means Procurement Regulations for IPF Borrowers of date specified in the **Special Conditions of Contract (SCC)**.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing 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 entity selected by the Client to provide the Services under the signed Contract.
- (g) “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).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “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.
- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.

- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” means the government of the Client’s country.
- (n) “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.
- (o) “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.
- (p) “Local Currency” means the currency of the Client’s country.
- (q) “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.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) “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.
- (v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

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

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

## **3. Law Governing Contract**

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



- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Fraud and Corruption** 8.1 Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees** 8.2 The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

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

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

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

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

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

**b. No Breach of Contract**

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

**c. Measures to be Taken**

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

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

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

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

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

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

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

## **18. Suspension**

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

## **19. Termination**

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

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

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

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

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

19.1.2 If the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the 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 sub-contractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Sub-contractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting  
Obligations**

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

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

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

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

**28. Equipment, Vehicles and Materials**

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

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

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

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

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

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

**30. Replacement of Key Experts**

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

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

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

**31. Approval of Additional Key Experts**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**36. Access to Project Site**

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

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

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

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

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

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

**39. Counterpart Personnel**

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

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

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

**40. Payment  
Obligation**

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

**F. PAYMENTS TO THE CONSULTANT**

**41. Ceiling Amount**

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

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

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

**42. Remuneration and  
Reimbursable  
Expenses**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **H. SETTLEMENT OF DISPUTES**

### **48. Amicable Settlement**

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

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

### **49. Dispute Resolution**

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



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

### **Fraud and Corruption**

*(Text in this Appendix shall not be modified)*

#### **1. Purpose**

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

#### **2. Requirements**

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

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

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

---

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

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

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

### III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>The Contract shall be construed in accordance with the law of India</b>
1.1 (b)	<b>The date of the “Applicable Regulations” is: November 2020</b>
4.1	<b>The language is: English.</b>
6.1 and 6.2	<p><b>The addresses are</b> <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : _____          _____          Attention : _____          Facsimile : _____          E-mail (where permitted): _____</p> <p>Consultant : _____          _____          Attention : _____          Facsimile : _____          E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “N/A”;  OR  If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____  _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <i>[name, title]</i> _____</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>

<b>11.1</b>	<b>The effectiveness conditions are the following:</b> Signing of Contract by both the parties
<b>12.1</b>	<b>Termination of Contract for Failure to Become Effective:</b>  <b>The time period shall be one month</b>
<b>13.1</b>	<b>Commencement of Services:</b>  <b>The number of days shall be 10 day</b>  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.
<b>14.1</b>	<b>Expiration of Contract:</b>  <b>The time period shall be 48 months</b>

23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p><b>“Limitation of the Consultant's Liability towards the Client:</b></p> <p><b>(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:</b></p> <p style="padding-left: 40px;"><b>(i) for any indirect or consequential loss or damage; and</b></p> <p style="padding-left: 40px;"><b>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</b></p> <p><b>(b) This limitation of liability shall not</b></p> <p style="padding-left: 40px;"><b>(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;</b></p> <p style="padding-left: 40px;"><b>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law in India”.]</b></p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>(a) Professional liability insurance, with a minimum coverage of full value of the contract</b></p> <p><b>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per Motor Vehicles Act 1988, India;</b></p> <p><b>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in India</i>;</b></p> <p><b>(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,</b></p>

	<p>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	<i>Not Applicable</i>
27.2	<b>The Consultant shall not use these plans, drawings, specifications designs, databases, data, documents, and for purposes unrelated to this Contract without the prior written approval of the Client.</b>
<b>32. Removal of Experts or Sub-consultants</b>	<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 Consultant's Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client's written request.”</p>
41.2	<p><b>The ceiling in foreign currency or currencies is:</b> _____ <i>[insert amount and currency for each currency] [indicate: inclusive or exclusive]</i> <b>of local indirect taxes.</b></p> <p><b>The ceiling in local currency is:</b> _____ Indian Rupees <i>[insert amount] [indicate: inclusive or exclusive]</i> <b>of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant, subject to the Client performing such duties in regard to the deduction of such taxes as may be lawfully imposed.</b></p> <p><b>The amount of such taxes is</b> _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i></p>
42.3	<b>Price adjustment on the remuneration “does not apply”</b>



<p><b>43.1 and 43.2</b></p>	<p>The consultants, sub-consultants and the Personnel shall pay the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed.</p> <p><u>For Foreign Consultancy Firms</u></p> <p>The Client warrants that the Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(a) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</li> <li>(b) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</li> <li>(c) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: <ul style="list-style-type: none"> <li>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</li> <li>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</li> </ul> </li> </ul> <p>The client warrants for both the foreign and Domestic consultancy firms, the Consultancy services taxes (or its successor tax) paid in India</p>
-----------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	in respect of this contract will be reimbursed on production of documentary evidence of payment.
<b>44.1</b>	<b>The currencies of payment shall be the following:</b> Indian National Rupees ( <i>INR</i> ) and any foreign currency indicated by the consultant maximum of three foreign currencies
<b>45.1(a)</b>	Not provisioned in the contract
<b>45.1(b)</b>	<b>The Consultant shall submit to the Client itemized statements at time intervals of</b> every quarter for the time actually spent by each Key and non-key expert
<b>45.1(e)</b>	<b>The accounts are paid in INR:</b> for local currency: <i>[insert account]</i> . <b>The accounts are paid in Foreign Currency:</b> for foreign currency: <i>[insert account]</i> .
<b>46.1</b>	<b>The interest rate is:</b> State Bank of India prime lending or rate local inflation whichever is less
<b>49.</b>	<b>Disputes shall be settled by arbitration in accordance with the following provisions.</b> <b>The procedure for adhoc arbitration will be as follows:</b> 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:  (a) In case of Dispute or difference arising between the Client and a domestic consultant relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Client and the Consultant. The third Arbitrator shall be chosen by the two

	<p>Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration. For the purposes of this Sub-Clause, the term “Domestic (Indian) Consultant” means a consultant who is registered in India and is a juridic person created under Indian law as well as a joint venture between such a consultant and a Foreign Consultant.</p> <p>Note: <i>[Sub-para (b) is applicable in case of contract award to foreign consultants].</i></p> <p>(b) In the case of dispute with a foreign consultant the dispute shall be settled in accordance with provisions of UNCITRAL Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Client and the Consultant. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration . For the purposes of this Clause, the term “Foreign Consultant” means a consultant who is not registered in India and is not a juridical person created under Indian Law.</p> <p>(c) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Council of Arbitration, both in cases of Foreign Consultant as well as Indian Consultant, shall appoint the Arbitrator. A certified copy of the order of the Indian Council of Arbitration/President of the Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.</p>
	<p>2. <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>3. <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</p>

	<p>in dispute. In case of a Contract awarded to foreign consultants, sole arbitrator or the third arbitrator shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>4. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held at city where contract is signed and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English</p> <p>(b) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(c) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration.</p> <p>(d) The Arbitrator should give final award within 120 days of starting of the proceedings.</p>

	<p>(e) Performance under the contract shall continue during the arbitration proceedings and payments due to the consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at city where the contract is signed and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". <i>[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 10 Million unless the parties have agreed otherwise for a sole arbitrator].</i></p>
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

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

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

### APPENDIX B - KEY EXPERTS

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

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

### APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

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

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

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



### Model Form I Breakdown of Agreed Fixed Rates in Consultant’s Contract

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

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

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name and Title: \_\_\_\_\_



## **APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES**

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

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

## Appendix F - Appendix F Code of Conduct (ESHS)

*[Note to Client: to be included for supervision of civil works contracts]*

