

**Technical Assistance for
Road Safety - Policy, Institutional Reviews and Road Safety
Management Capacity Strengthening under GSHP-II**

REQUEST FOR PROPOSALS

RFP No: 2/2015-16

Office of the Superintending Engineer
Project Implementation Unit,
Ground Floor, Nirman Bhavan, Sector 10/A,
Gandhinagar – 382 010, Gujarat

Country: India

Project: Second Gujarat State Highway Project (GSHP-II)

Issued on Date: 15/10/2015

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GOVERNMENT OF GUJARAT
SECOND GUJARAT STATE HIGHWAY PROJECT (GSHP-II)
(Roads & Buildings Department)

RFP NO: 2/2015-16
LOAN NO: 8313 IN

OFFICE OF THE SUPERINTENDING ENGINEER
PROJECT IMPLEMENTATION UNIT Ground Floor,
Nirman Bhavan, Sector-10/A Gandhinagar –382010,
Gujarat.

Date: 15/10/2015

PART - 1

Section 1 - Letter of Invitation:

To:

Dear Mr./Ms.:

1. The Government of India on behalf of Government of Gujarat (hereinafter called "Borrower") has applied for financing from the International Bank for Reconstruction and Development (IBRD) (hereinafter called "Bank") in the form of a ("loan") (hereinafter called "loan") toward the cost of Second Gujarat State Highway Project. The PIU GSHP-II 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 Government of Gujarat 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 Superintending Engineer, On behalf Governor of Gujarat, Project Implementation Unit, Second Gujarat State Highway Project, now invites proposals to provide "Technical Assistance for Road Safety - Policy, Institutional Reviews and Road Safety Management Capacity Strengthening under GSHP-II". More details on the services are provided in the Terms of Reference (section 7).
3. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:

S.No.	Name of Firm
1	Swedish National Road Consulting AB, Sweden JV SAI Consulting Engineering Pvt Ltd
2	Intercontinental Consultants and Technocrats Pvt Ltd, India in association with VicRoads, Australia (Sub-consultant) and Sanad Infratech Consultants Pvt. Ltd., (Sub-consultant) India
3	Eptisa Servicios de Ingeniera SL, Spain, in association with Info Trans Engineers Pvt Ltd. (Sub-consultant)
4	Roughton International Ltd., UK in association with SATRA Infrastructure Management Pvt Ltd. (Sub-consultant)
5	TRL Ltd., UK in association with Delloite Touche Tohmatsu India Pvt. Ltd. (Sub-consultant)
6	ICRA Management Consulting Services Ltd., India in association with ArriveSAFE, India (Sub-consultant), JV with URaP-TTW Pty Ltd, Australia

4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under Quality and Cost Based Selection Method (QCBS) and procedures described in this RFP, the proposal shall be a FTP in accordance with the policies of the International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA) detailed in the Guidelines - Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: www.worldbank.org/procure
6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - 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 - Bank's Policy – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract (Lump Sum)
7. Please inform us by Date 19/10/2015 in writing at Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector-10/A, Gandhinagar-382010, Gujarat. By facsimile – 07923252986, or by E-mail: se-piu-rnb @gujarat.gov.in; sepiu.dksolanki@gmail.com
 - a) That you have received the Letter of Invitation; 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, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours Sincerely,

Superintending Engineer
Project Implementation Unit,
Ground Floor, Nirman Bhavan, Sector-10/A,
Gandhinagar-382010, Gujarat.
Tel.: + 91 7923252986
Fax: + 91 7923251915
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Section 2 - Instructions to Consultants and Data Sheet:

- A. General Provisions
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 - 2. Introduction
 - 3. Conflict of Interest
 - a) Conflicting Activities
 - b) Conflicting Assignments
 - c) Conflicting Relationships
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 - a) Price Adjustment
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- C. Submission, Opening and Evaluation
 - 17. Submission, Sealing, and Marking of Proposals
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 - 20. Proposals Evaluation
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 - 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)
 - 24. Correction of Errors
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 - 25. Taxes
 - 26. Conversion to Single Currency
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 - a) Quality- and Cost-Based Selection (QCBS)
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- D. Negotiations and Award
 - 28. Negotiations
 - a) Availability of Key Experts
 - b) Technical Negotiations
 - c) Financial Negotiations
 - d) Conclusion of Negotiations
 - 29. Conclusion of Negotiations
 - 30. Award of Contract

A. General Provisions

1. Definitions	<p>(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.</p> <p>(b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.</p> <p>(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.</p> <p>(d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>(e) “Borrower” means the Government, Government agency or other entity that signs the <i>loan</i> agreement with the Bank.</p> <p>(f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.</p> <p>(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.</p> <p>(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).</p> <p>(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 supplement, but not to over-write, the provisions of the ITC.</p> <p>(j) “Day” means a calendar day.</p> <p>(k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(l) “Government” means the government of the Client’s country.</p>
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	<p>(m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the short listed Consultants with all information needed to prepare their Proposals.</p> <p>(p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the short listed Consultants.</p> <p>(q) “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.</p> <p>(r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(u) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain 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.</p>
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<p>2. Introduction</p>	<p>2.1. The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2. The short listed 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.</p> <p>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.</p> <p>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.</p>
<p>3. Conflict of Interest</p>	<p>3.1. The Consultant is required to provide professional, objective,</p> <p>3.2. 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.</p> <p>3.3. 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.</p> <p>3.3.1. Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting activities</p>	<p>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.</p>

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 short listed Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6. 5.2. In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an 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 Guidelines. 6.3. As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions	6.3.1. A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with “Anti-Corruption Guidelines” shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. 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: <ul style="list-style-type: none"> 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 Government-owned Enterprises	6.3.3. Government-owned enterprises or institutions in the Borrower’s country shall be eligible only if they can establish that they <ul style="list-style-type: none"> (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.
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 in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower’s country, and they <ul style="list-style-type: none"> i. are on leave of absence without pay, or have resigned or retired; ii. are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower’s country, whichever is longer.

	<p>Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant’s Proposal.; and</p> <p>iii. Their hiring would not create a conflict of interest.</p>
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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	<p>10.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>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).</p> <p>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).</p>
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 .

<p>12. Proposal Validity</p>	<p>12.1. The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>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.</p> <p>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 Clause 5 of this ITC.</p>
<p>a. Extension of Validity Period</p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p>b. Substitution of Key Experts at Validity Extension</p>	<p>12.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement 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.</p> <p>12.8. If the Consultant fails to provide a replacement 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.</p>
<p>c. Sub- Contracting</p>	<p>12.9. The Consultant shall not subcontract the whole of the Services.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>13.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all short listed Consultants.</p>

	<p>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:</p> <p>13.1.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all short listed Consultants and will be binding on them. The short listed Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2. If the amendment is substantial, the Client may extend the proposal submission deadline to give the short listed Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1. While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1. If a short listed 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-short listed Consultant(s), or (b) short listed Consultants if permitted in the Data Sheet. In all such cases a short listed Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-short listed firms in the form of a joint venture or a sub-consultancy, the short listed Consultant shall be a lead member. If short listed Consultants associate with each other, any of them can be a lead member.</p> <p>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.</p> <p>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.</p> <p>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</p>

	Financial Proposal shall not exceed this budget.
15. Technical Proposal Format and Content	<p>15.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>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.</p> <p>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.</p>
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	<p>17.1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2. An authorized representative of the Consultant shall sign the original submission letters in the required format for</p>
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	<p>both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>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.</p> <p>17.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or Initialed by the person signing the Proposal.</p> <p>17.4. The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.5. The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."</p> <p>17.6. Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."</p> <p>17.7. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>17.8. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9. The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any</p>
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	extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
18. Confidentiality	<p>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 publication of the Contract award information.</p> <p>18.2. Any attempt by short listed 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.</p> <p>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 should do so only in writing.</p>
19. Opening of Technical Proposals	<p>19.1. The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the short listed Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2. At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
20. Proposals Evaluation	<p>20.1. Subject to provision of Clause 15.1 of the ITC, 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.</p>

	<p>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 Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p>21. Evaluation of Technical Proposals</p>	<p>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.</p>
<p>22. Financial Proposals for QBS</p>	<p>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.</p> <p>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.</p>
<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>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 (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant’s choice.</p> <p>23.2. The Financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These</p>

	Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.
24. Correction of Errors	24.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	24.1.1. If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub- total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.2. 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 Clause ITC 25 below, 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.

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 achieving the highest combined technical and financial score 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 Clause 14.1.4 of the Data Sheet shall be rejected. 27.3. The Client will select the Consultant that submitted 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 lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such 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 Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 28.4. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical Negotiations	28.5. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract.

	<p>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.</p>
<p>c. Financial Negotiations</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
<p>29. Conclusion of Negotiations</p>	<p>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.</p> <p>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.</p>
<p>30. Award of Contract</p>	<p>30.1. After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other short listed Consultants.</p> <p>30.2. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>

E. DATA SHEET

A. General	
ITC Clause Reference	
1(c)	India
1(e)	Borrower means “The Government of Gujarat through Government of India”
1(f)	Client means “R&BD”
2.1	<p>The name of the Client is: The Chief Engineer (World Bank) Roads and Buildings Department Government of Gujarat, Gandhinagar-Gujarat.</p> <p>Method of selection: Quality & Cost Based Selection Method, “Quality:80 % and Cost:20%”.</p> <p>As per Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes, In separate sealed envelope.</p> <p>Name of the assignment is:</p> <p style="text-align: center;">“Technical Assistance for Road Safety - Policy, Institutional Reviews and Road Safety Management Capacity Strengthening under GSHP-II”</p>
2.3	<p>A pre-proposal conference will be held: Yes Date: 26/10/2015 Time: 15:30 Hours(IST) Venue: Office of the Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010 Gujarat. Tel.: + 91 79 23252986 Fax: + 91 79 23251915 e-mail: se-piu-rnb@gujarat.gov.in; sepiu.dksolanki@gmail.com</p> <p>The client’s representative is: Superintending Engineer, PIU, Gujarat Address: Office of the Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010 Gujarat. Tel.: + 91 79 23252986 Fax: + 91 79 23251915 e-mail: se-piu-rnb@gujarat.gov.in; sepiu.dksolanki@gmail.com</p>

2.4	The client will endeavor to provide available documents relevant to the assignment.
4.1	Nil
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr

B. Preparation of Proposals	
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	The Proposal shall comprise the following: <u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 2^d Inner Envelope with the Financial Proposal : <ul style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4
10.2	Statement of Undertaking is required: Yes (covered under Tech-1)
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No
12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline (i.e., until: 20/03/2016).
13.1	Clarifications may be requested no later than date of pre-proposal conference. The address for requesting clarification is: <ul style="list-style-type: none"> Office of the Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010 Gujarat Tel.: + 91 79 23252986 Fax: + 91 79 23251915 e-mail: se-piu-rnb@gujarat.gov.in; sepiu.dksolanki@gmail.com
14.1.1	Shortlisted Consultants may associate with: <ul style="list-style-type: none"> (a) non-shortlisted consultant(s) : No <li style="text-align: center;">Or (b) other shortlisted Consultants : No
14.1.2	Estimated input of Key Experts' time-input: 40 person-months.
14.1.3	Deleted
14.1.4 & 27.2	Not Applicable

15.2	The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<ol style="list-style-type: none"> 1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; 2) cost of travel by the most appropriate means of transport and the most direct practicable route; 3) cost of office accommodation, including overheads and back-stop support; 4) communications costs; 5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; 6) cost of reports production (including printing) and delivering to the Client; 7) other allowances where applicable and provisional or fixed sums (if any)
16.2	A price adjustment provision applies to remuneration rates: No
16.3	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p>If affirmative, the Client will:</p> <ul style="list-style-type: none"> <input type="checkbox"/> reimburse the Consultant for indirect local taxes (including service tax) and duties as per SCC 1.10 - Yes. <input type="checkbox"/> reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant - No <p>Consultants are requested to consult tax consultants for guidance and indicate the estimated taxes and duties (as stated in ITC 16.3 (b) and SCC 43.1& 43.2 separately in the financial proposal.</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. US \$, Pound, Euro \$. Financial Proposal should state local costs in the Client's country currency (local currency): Yes</p>
C. Submission, Opening and Evaluation	
17.1	The Consultant shall not have the option of submitting their proposals electronically
17.4	<p>The Consultant must submit:</p> <ol style="list-style-type: none"> (a) Technical Proposal: One (1) original and One (1) copy (b) Financial Proposal: One (1) original.
17.7 & 17.9	<p>The Proposals must be submitted no later than: Date: 21/11/2015 Time: 12:00 Hours (IST)</p> <p>The Proposals submission address is: Office of the Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010 Gujarat Tel.: + 91 79 23252986 Fax: + 91 79 23251915 e-mail: se-piu-rnb@gujarat.gov.in; sepiu.dksolanki@gmail.com</p>
19.1	An online option of the opening of the Technical Proposals is offered: No .

	<p>The opening shall take place at: Office of the Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010 Gujarat Date: 21/10/2015 Time: 12:30 Hours(IST)</p>																																							
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals N/A however opening minutes use to be drawn.																																							
21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: Points</p> <p>i. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 20</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">(a) Technical approach and methodology</td> <td style="width: 5%; text-align: center;">:</td> <td style="width: 15%; text-align: right;">8</td> </tr> <tr> <td>(b) Work Plan</td> <td style="text-align: center;">:</td> <td style="text-align: right;">7</td> </tr> <tr> <td>(c) Organization and Staffing</td> <td style="text-align: center;">:</td> <td style="text-align: right;">5</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total points for criterion (i)</td> <td style="text-align: right;">: 20</td> </tr> </table> <p>ii. Key Experts' qualifications and competence for the Assignment:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Key Personnel</th> <th style="text-align: right;">Marks</th> </tr> </thead> <tbody> <tr> <td>a) Road Safety Engineering and Management specialist cum Team Leader</td> <td style="text-align: right;">15</td> </tr> <tr> <td>b) Driver Licensing Policy, Driver Testing and Registry Management Specialist</td> <td style="text-align: right;">10</td> </tr> <tr> <td>c) Enforcement, Enforcement Training and Operations Management Specialist</td> <td style="text-align: right;">8</td> </tr> <tr> <td>d) Safe System and Safety Analysis Specialist</td> <td style="text-align: right;">7</td> </tr> <tr> <td>e) Legislation, Statutes & Regulations (India) Specialist</td> <td style="text-align: right;">10</td> </tr> <tr> <td>f) Public Information & Communication Specialist (India)</td> <td style="text-align: right;">10</td> </tr> <tr> <td>g) Monitoring & Evaluation (M&E) Specialist</td> <td style="text-align: right;">10</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Points for criteria – (ii) : 70</td> </tr> </tbody> </table> <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: 1) General qualifications (general education, training, and experience):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Education</td> <td style="width: 5%; text-align: center;">:</td> <td style="width: 15%; text-align: right;">10</td> </tr> <tr> <td>ii. Overall Experience</td> <td style="text-align: center;">:</td> <td style="text-align: right;">15</td> </tr> <tr> <td>iii. Training</td> <td style="text-align: center;">:</td> <td style="text-align: right;">5</td> </tr> </table>	(a) Technical approach and methodology	:	8	(b) Work Plan	:	7	(c) Organization and Staffing	:	5	Total points for criterion (i)		: 20	Key Personnel	Marks	a) Road Safety Engineering and Management specialist cum Team Leader	15	b) Driver Licensing Policy, Driver Testing and Registry Management Specialist	10	c) Enforcement, Enforcement Training and Operations Management Specialist	8	d) Safe System and Safety Analysis Specialist	7	e) Legislation, Statutes & Regulations (India) Specialist	10	f) Public Information & Communication Specialist (India)	10	g) Monitoring & Evaluation (M&E) Specialist	10	Total Points for criteria – (ii) : 70		i. Education	:	10	ii. Overall Experience	:	15	iii. Training	:	5
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	<p>2) Adequacy for the Assignment:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Type & Quality of projects completed</td> <td style="width: 10%; text-align: center;">:</td> <td style="width: 10%; text-align: right;">15</td> </tr> <tr> <td>ii. Size and no. of similar projects</td> <td style="text-align: center;">:</td> <td style="text-align: right;">15</td> </tr> <tr> <td>iii. Years of experience on similar projects</td> <td style="text-align: center;">:</td> <td style="text-align: right;">20</td> </tr> </table> <hr/> <p>3) Years with the firm:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"></td> <td style="width: 10%; text-align: center;">:</td> <td style="width: 10%; text-align: right;">10</td> </tr> </table> <hr/> <p>4) Experience in region and language:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Experience in similar projects in similar regions</td> <td style="width: 10%; text-align: center;">:</td> <td style="width: 10%; text-align: right;">5</td> </tr> <tr> <td>ii. Proficiency in Hindi or Gujarati</td> <td style="text-align: center;">:</td> <td style="text-align: right;">5</td> </tr> </table> <p style="text-align: right;">Total weight: 100 %</p> <p>iii. Transfer of knowledge (training) program (relevance of approach and methodology):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Total points for criterion (iii)</td> <td style="width: 10%; text-align: center;">:</td> <td style="width: 10%; text-align: right;">10</td> </tr> </table> <hr/> <p style="text-align: right;">Total points for the five criteria: 100</p> <p style="text-align: right;">The minimum technical score (St) required to pass is: 75</p>	i. Type & Quality of projects completed	:	15	ii. Size and no. of similar projects	:	15	iii. Years of experience on similar projects	:	20		:	10	i. Experience in similar projects in similar regions	:	5	ii. Proficiency in Hindi or Gujarati	:	5	Total points for criterion (iii)	:	10
i. Type & Quality of projects completed	:	15																				
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i. Experience in similar projects in similar regions	:	5																				
ii. Proficiency in Hindi or Gujarati	:	5																				
Total points for criterion (iii)	:	10																				
23.1	<p>An online option of the opening of the Financial Proposals is offered: No</p> <p>The opening shall take place at: Office of the Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010, Gujarat</p>																					
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>																					
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian Rupee(INR) The official source is RBI Reference Rate(buying rate) The date of the exchange rate is: 28 days prior to the dead line for submission of the proposal</p>																					
27.1	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: Sf = 100 x Fm/ F in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.8 (80%), and P = 0.2 (20%) 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>																					
27.2 to 27.4	Not Applicable																					

D. Negotiations and Award	
28.1	Expected date and address for contract negotiations: Date 01/02/2016 Address: Roads & Building Department, 14/2, Sachivalaya, Gandhinagar, Gujarat.
30.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done by Indian R.P.A.D., within Seven days after the contract signing. It will also be published on http://gshp2.gov.in/
30.2	Expected date for the commencement of the Services: Date: 01/03/2016 at: Gandhinagar

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

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

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required

Form TECH-1: Technical Proposal Submission Form

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

B - Consultant's Experience

Form TECH-3: Comments or Suggestions on the Terms of Reference and on
Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

B - On the Counterpart Staff and Facilities

Form TECH-4: Description of the Approach, Methodology and Work Plan for
Performing the Assignment

Form TECH-5: Team Composition and Task Assignments

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

Form TECH-7: Staffing Schedule

Form TECH-8: Work Schedule

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

[Location, Date]

To:

The Superintending Engineer
Project Implementation Unit,
Ground Floor, Nirman Bhavan,
Sector 10/A, Gandhinagar. 382010
Gujarat.

Dear Sirs:

We, the undersigned, offer to provide “Technical Assistance for Road Safety - Policy, Institutional Reviews and Road Safety Management Capacity Strengthening under GSHP-II” in accordance with your Request for Proposal dated _____ and our Proposal. We are aware that the selection process is Quality & Cost Based Selection Method as per the guidelines of World Bank January. 2011 for selection and employment of consultants under IBRD loans and IDA credits and grants by World Bank borrowers “We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}.

We have attached a copy *{insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”}* signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 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 corrupt and fraudulent practices as per ITC 5.
- (e) 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.
- (f) Except as stated in the Data Sheet, Clause 12.1, 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 Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) 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 Clause 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature <i>[In full and initials]</i>	:	_____
Name and Title of Signatory	:	_____
Name of Consultant (company's name or JV's name)	:	_____
In the capacity of	:	_____
Address	:	_____
Contact information (phone and e-mail)	:	_____

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

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

FORM TECH-3:
COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
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
DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN
RESPONDING TO THE TERMS OF REFERENCE

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

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

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

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

**FORM TECH-5:
 WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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

- 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:

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

No	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)				
		Position		D-1		D2		D3			D-...		Home	Field	Total
Key Experts																
K-1	{e.g., Mr. Abbb}	[Team Leader]	[Home]	[2 month]	[1.0]		[1.0]									
			[Field]	[0.5m]	[2.5]		[0]									
K-2																
K-3																
n																
Sub Total																
Non Key Experts																
N-1			[Home]													
			[Field]													
N-2																
N-3																
n																
Sub Total																

- 1) For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2) Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3) "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence

Full Time Input
 Part Time Input

**FORM TECH-6 (CONTINUED)
 CURRICULUM VITAE (CV)**

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

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

Employment record relevant to the assignment: *{Starting with present pots order. Please provide dates, name of employing organization, titles of position activities performed and location of the assignment, and contact information o employing organization(s) who can be contacted for references. Past employment to the assignment does not need to be included.}*

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

Experts 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 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

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 expense

**FORM FIN-1:
FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To:

The Superintending Engineer
Project Implementation Unit,
Ground Floor, Nirman Bhavan,
Sector 10/A, Gandhinagar. 382010
Gujarat.

Dear Sirs:

We, the undersigned, offer to provide “*Technical Assistance for Road Safety - Policy, Institutional Reviews and Road Safety Management Capacity Strengthening under GSHP-II*” in Gujarat in accordance with your Request for Proposal dated 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}, excluding *of all indirect local taxes in accordance with Clause 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 binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

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,

Authorized Signature *[In full and initials]* : _____
Name and Title of Signatory : _____
In the capacity of : _____
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			
	<i>{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}</i>			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or}</i>
Cost of the Financial Proposal including:				
1) Remuneration				
2) Reimbursable				
Total Cost of the Financial Proposal: <i>{Should match the amount in Form FIN-1}</i>				
i. Service Tax				
ii. Total Cost of Service Tax				
Total Cost of Financial Proposal Including Service Tax:				

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

**FORM FIN-3
BREAKDOWN OF REMUNERATION**

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

A. Remuneration: _____								
No.	Name	Position (as in TECH- 6)	Person- Month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency- as in FIN- 2}
Key Experts								
K1			[Home]					
			[Field]					
K2								
Non-Key Experts								
N1			[Home]					
			[Field]					
N2								
Total Cost								

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 : _____ Country : _____
Assignment : _____ Date : _____

**Consultant's Representations Regarding
Costs and Charges**

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name : _____

Title : _____

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

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Changes ¹	Overhead ¹	Sub total	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month / Day / Hour	Proposed Fixed Rate per Working Month / Day / Hour
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.

No	Type of Reimbursable Expansés	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}							
	{e.g., Office rent}							
							
	{Training of the Client's personnel – if required in TOR}							
Total Cost								

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 [list country/countries following approval by the Bank to apply the restriction or state “none”]

Under the ITC 6.3.2 (b): None [list country/countries or indicate “none”]

Section 6 - Bank Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption”

1.2.3. It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [*footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.*]. In pursuance of this policy, 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 party²;
 - 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 obligation³;
 - iii. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
 - iv. “coercive practices” 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 party⁵;

² For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

³ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁴ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁵ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

- v. “obstructive practice” is
- (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services 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) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation 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 they knew of the practices;
- d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁶, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominate⁷ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁶ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁷ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

Section 7 - Terms of reference

GOVERNMENT OF GUJARAT ROADS & BUILDINGS DEPARTMENT [R&BD]

TECHNICAL ASSISTANCE FOR ROAD SAFETY - POLICY, INSTITUTIONAL REVIEWS AND ROAD SAFETY MANAGEMENT CAPACITY STRENGTHENING UNDER GSHP-II

TERMS OF REFERENCE

1 PROJECT BACKGROUND

The World Bank (WB) assisted Second Gujarat State Highway Project (GSHP-II) has been taken up by Roads and Building Department (R&BD) of the Government of Gujarat (GoG). This project includes a Road Safety component.

The WB conducted a Road Safety Management Capacity Review (RSMCR) in order to identify what would be required to establish a robust road safety management system, within the operational framework of the GSHP-II Road Safety component. This was aimed at bringing Gujarat's challenging road safety outcomes under control.

Accordingly, it was decided to include following in the project;

- A fully resourced Project Steering Committee (PSC) to lead and manage Safety component of the project;
- Interventions across the agencies/ sectors in targeted high-risk, high-volume demonstration corridor(s)
- Conduct of a formal review of existing institutional arrangements and recommendation of preferred options for a State Lead Agency role
- Policy reviews of agreed road safety priorities, e.g. amongst topics of driver standards, heavy commercial vehicle safety, safe infrastructure design, deterrent policing and penalty frameworks and vehicle safety.

The overall aim of the services is therefore to enable the R & BD to implement a sustainable combination of institutional arrangements, functions, staffing and other resources - to engage the state's road safety challenges and responsibilities effectively, in a comprehensive, multi-sectorial and strategic manner.

The GoG has formed a Project Steering Committee (PSC), chaired by the Chief Secretary of the GoG. Other members of the Project Steering Committee are the Secretary, Roads and Buildings

Department. The Commissioner of Transport and the Additional Chief Secretaries of Home, Urban Development and Housing, Principal Secretaries Education and Health Departments. A Working Group (WG) of Officers was also formed from the Departments whose members represent the PSC. Office memorandum of PSC and Working Group are Annexed as Annexure 1 and 2.

The assignment implementation monitoring responsibility will be centered on PIU. The Project Steering Committee will lead and oversee high level monitoring of the road safety component, and will progressively assume a lead agency role for setting up appropriate mechanisms for the purposes of delivering the project. It will facilitate interagency coordination and provide guidance as and when required during the project. The Project Steering Committee will meet half yearly or more frequently whenever required. The R&B Department will play the coordination role of the Project Steering Committee and will make available a resourced road safety cell to carry out the secretariat role of the Project Steering Committee and the coordination role for the project.

Already in place state level Working Group (WG) is to spearhead regular interaction, facilitation and managing this TA fully. WG will meet quarterly or more frequently as required, and report to the Project Steering Committee. The role of the WG is to provide the hub and support for the design, delivery, coordination and monitoring of the road safety component.

PIU will support the related procurement aspects and will provide day-to-day implementation and monitoring support for the component along with WG. For the safe corridor demonstration sub-component, PIU and the field divisions of the stakeholder departments, supported by PMC consultant, will have the primary role for procurement and implementation. The Working Group will be responsible for getting appropriate design and take care of monitoring of this sub-component. For the sub-components related to: (a) Road Safety Policy formulation and (b) integration of safety attributes in the asset management system of GRMS, the PSC/Working group and the PIU, respectively, would hold the primary responsibility and will be assisted by TA consultant. The working group with the help of PIU will also oversee the road safety training and capacity building.

This TA consultant will report to WG and PIU. It is expected that assignment flows as stipulated in the ToR and in very close co-ordination and guidance of PWG and PIU. Progress reporting and stipulated deliverables will always be placed in perusal of WG and PIU consistently all through this TA assignment. In addition TA consultant will also apprise the PSC on progress and on important deliverables of this assignment whenever PSC meets. It is to state expressly that the WG and PIU will review and approve the reports. Whenever necessary the TA consultant will also make presentations to the PSC, other stakeholder departments and the World Bank (WB). The PMC consultant will coordinate and facilitate all the presentations, meetings and deliberations as per directives of PIU.

Broad Objectives and Scope of Services

The broad objectives of the required technical assistance services department specific (Transport, Home, R&BD, Education, Health etc.) and overall are as follows. Respective scope as detailed in this sub-section shall form basis towards delivery of TA services:

Transport Department:

- Review driver preparation for licensing, including training and gaining experience, license testing and licensing practices.
- Recommend and scope measures to upgrade driver training, testing and licensing practices, which would be consistent with a longer term progression to a graduated licensing system.
- Recommend measures (and where necessary scope proposals) to improve the administrative efficiency of license testing, license issuance, license renewals and data analysis from the licensing data base.

Home Department:

- Develop a strategy to achieve deterrence of unlawful and unsafe behaviors on the Gujarat road network through enforcement systems and practices and evaluate operation
- Provide advice and recommendations on enforcement technology application and implementation and associated back office requirements necessary to support the implementation
- Identify needs and provide training and development in key enforcement matters (e.g., passengers sitting on top of vehicles, overloading, speeding, drink driving, helmet and seatbelt wearing, running unfit/un-roadworthy vehicle) especially in higher speed environments – for operational police staff and in the police training college,
- Provide guidance and implementation as input to enforcement associated publicity campaigns – in association with Transport and on ground delivery of such campaigns, demonstrating the same comprehensively to be carried forward.
- Review and agree streamlined delegation of authority to line police for the issuing of notices for rule violations
- Provide training in crash investigations/ reconstruction, for a selected group of officers

R & B Department:

To provide training to officers of R & B Department in:

- Road Safety Audit
- Black Spot Identification/ Treatment
- Safe System application
- Traffic engineering infrastructure
- Work site safety
- Network crash risk assessment and potential treatments (RAP assessment and treatment options) plus review of guidelines, policies and processes to be applied by R and B (based on latest standards and policies of Indian Road Congress) in order to mainstream road safety into the organisation's activities and deliverables.

Education Department:

To provide support to the Education department in:

- Road Safety education preparedness for schools
- Awareness and Campaigns

Health Department:

To provide support to the Education department in:

- Health preparedness for post-crash care
- Awareness and Campaigns
- Post-crash safety

To move ahead, consultant shall assist client/concern stake holders for following.

1. Assist the Project Steering Committee/Working Group to decide on the State Policies affecting road safety to be reviewed under GSHP-II based on the relative importance, impact potential, current status and GoG ownership / support.
2. Assist in reviewing and making/finalizing recommendation for improvement to the identified Policies
3. Assist the Project Steering Committee/Working Group for a formal review of existing Institutional arrangements affecting Road Safety and in finalizing the recommendation for preferred option(s) for a State Lead Agency role and structure and financing mechanism for road safety in Gujarat.
4. Assist the Project Steering Committee/Working Group for a review of options and adoption of an improved road crash data system for Gujarat.
5. To support all concern stake holders for elements of demonstration program.
6. Not only design of various campaigns but TA consultant has to lead in imparting its training and convincing delivery on ground. Also demonstrating and training of monitoring and evaluation of SCDP as per TA proposed M&E Plan. Both these points are vital for the project. The TA consultant will deliver and demonstrate the Campaigns and M&E of SCDP to concern departments so convincingly to enable them to carry forward beyond tenure of this assignment on their own.

Task – 1: POLICY AREAS FOR REVIEW

1.1. Future Licensing Policy Review: For Graduated Licensing, Driver Training/ Experience Gaining and License Testing (Key Agency – Transport Department)

Task Objectives

- Registration/ certification of approved driving test examiners and driver training centers in Gujarat
- Improving the quality of driver preparation for licensing and levels of safety of novice drivers and riders
- Potential graduated licensing introduction for novice drivers and riders
- Driver registry organization - good international practice to support current modernization activity and give effect to processes adopted from the above policy review and to improve overall operations

Task Scope

(a) Review and recommend improvements to current driver training and driver experience gathering, license testing and licensing practices.

- International good practice benchmarking of current driver training and experience gathering, testing and licensing practices.
- Recommended short-term and long-term improvements to the current and planned practices for driver training, testing and licensing, and an action plan for improvement program.
- Provide scoping of a driver training, testing and licensing improvement program.

(b) Identification of a desired longer term graduated licensing system for new learners and licensed drivers in Gujarat.

- Detail potential options for introduction – in stages – of a graduated licensing system for Gujarat in the longer term, specifying likely costs of implementation, potential timing and road safety benefits.

(c) Scope a good practice driver training; license testing and licensing program and guidelines.

- Network-wide driver training, testing and licensing program, including cost estimates and implementation schedule.
- Guidelines detailing requirements for improved driver training, testing and licensing practices which are consistent with moving progressively to a longer term graduated licensing system for Gujarat.

1.2 The Review of General Deterrence Police Enforcement (Targeting Unsafe Behaviors) and Penalty Frameworks (Deterrent Policing and the Penalty System)

Task Objectives

- The State of Gujarat is conducting a road safety demonstration project in GSHP-II which will include measures to strengthen police enforcement capacity and develop further the police crash investigation capacity in the limited geographic area of the demonstration project.
- Major amendments are expected at National level through Draft Road Transport and Safety Bill 2014; it is likely that Central Government may get the nod for the same from the parliament soon. Although the Consultant is expected to thoroughly review the same and adopt, devise appropriate compatible model for Gujarat. In case it is approved in due course of the assignment flexibility shall be such that appropriate provisioning of the same is possible without affecting the progress of the assignment. This particular task and Institutional Arrangement to be proposed through Task 2 shall be in line with national development and such progress shall be happening in closest consultation with the PIU and WG all through.

Task Scope

(a) Support the preparation of annual police enforcement programs to achieve the general deterrence of unsafe behaviors in high-risk corridors and areas.

- Identification of unsafe road user behaviors in high-risk corridors and areas.
 - Operational strategies, practices, tactics and related guidelines to address unsafe behaviors in high-risk corridors and areas.
 - Review potential benefits of a designated highway patrol dedicated to higher speed roads law enforcement and recommend a future approach
 - Annual programs of (monthly) scheduled enforcement operations targeting unsafe behaviors in high-risk corridors and areas.
 - Analysis of equipment needs and specification and costing of additional equipment required to support annual enforcement programs.
 - Draft bidding documents for the procurement of additional equipment and back office support requirements.
 - Review resourcing and recommend required levels of enforcement (person hours and equipment operating hours) to achieve widespread compliance with road laws
 - Identify on-the-jobs support needs for the implementation of annual enforcement programs.
- (b) *Train police staff at all levels in the implementation of annual enforcement programs in the high-risk corridors and areas.*
- Preparation and delivery of a basic training program to upgrade the traffic safety knowledge and skills of all road policing staff.
 - Preparation and delivery of advanced training course on general deterrence theory and practice, and related operational strategies and tactics, for senior police.
 - Preparation and delivery of management training on the supervision of program implementation by operational supervisory staff.
 - Adopted delegations of authority to support more streamlined and widespread enforcement.
- (c) *Evaluate the efficiency and effectiveness of police enforcement programs in the high-risk corridors and areas.*
- Design and conduct of evaluations of police enforcement programs in high-risk corridors and areas
 - Recommended improvements to police enforcement programs based on the evaluation findings in high-risk corridors and areas.
 - Evaluation of effectiveness of adjusted delegated authority measures for police to support widespread issuing of infringements
- (d) *To provide guidance as input to enforcement-associated publicity campaigns – in association with Transport and deliver, demonstrate on ground such campaigns with training*
- Guidelines for publicity campaigns as they relate to Police enforcement and execute such campaigns in project benefit holistically.
- (e) *Provide training in crash investigations/ reconstruction, for selected group of officers*
- Skilled core of officers able to conduct good international practice crash investigations

- Adequate equipment and training to conduct investigations and report to the Courts and (on technical issues only) to the road safety partnership

1.3 Road Safety Engineering and training in Safe Infrastructure Knowledge and Awareness

Task Objectives

- In order to achieve a satisfactory level of safe system awareness and to develop the ability to apply various tools to infrastructure design, a satisfactory level of training and knowledge transfer across the R & B Department will be required over a number of years.

Task Scope

(a) Road safety audit training

- Understanding of the road safety audit process
- Knowledge of the four stages of audit for new projects
- Ability to conduct road safety audit at the four stages
- Ability to conduct road safety inspections on the existing network
- Identification of a road safety auditor accreditation process to be pursued for Gujarat engineering practitioners

(b) Black spot identification, analysis and identification of treatment options

- Analysing crash data to identify blackspots
- Developing treatment options
- Identifying cost effective treatments

(c) Safe System application

- Improved awareness and understanding of safe system thinking
- R and B Cell and project planning engineers to have capacity to analyse the major crash risks on the system using safe system approaches
- Senior engineering management to have capacity to introduce safe system thinking into project discussions at concept stage
- Project Design engineers to have capacity to develop infrastructure solutions based on safe system thinking

(d) Traffic engineering infrastructure

- Design engineers to have an understanding of the principles involved in reducing serious crash risk outcomes through use of simple traffic engineering infrastructure measures
- Design engineers and senior engineering management to have capacity to develop cost effective traffic management infrastructure solutions to reduce fatal and serious injury crash risk.

(e) Work site safety

- Development of understanding for works planning and supervisory engineers of need for planning and delivery of management of traffic through work zones
- works planning and supervisory engineers to require solutions from contractors for safe

traffic management through worksites and have the capacity to adjust proposals received to ensure safe operation and to supervise the application of the agreed measures

(f) Network crash risk assessment and potential treatments (RAP assessment and treatment options)

- Project planning and senior design engineers to have capacity to commission iRAP surveys and interpret results re crash risk identify cost effective infrastructure solutions to reduce fatal and serious injury crash risk measures.

(g) Training in road safety will be necessary for the Road Safety Cell, to be followed by its extension to staff in R & B Engineering staff in across Districts.

Task – 2: THE REVIEW OF EXISTING INSTITUTIONAL ARRANGEMENTS

ARRANGEMENTS FOR MANAGING ONGOING ROAD SAFETY ACTIVITY IN GUJARAT (BEYOND THE DEMONSTRATION PROJECT)

It is intended that this activity will review existing institutional arrangements affecting road safety and develop preferred options for a State Lead Agency role and structure for road safety in Gujarat and for a financing mechanism for road safety in Gujarat

Task Objectives

The objectives are to:

- Review existing institutional arrangements for the management of road safety in Gujarat
- Identify preferred options for a State Agency to carry out the lead Agency Role
Identify necessary resourcing for the lead agency and the other key agencies and reach agreement with the Project Steering Committee about resourcing to enable road safety management in Gujarat to be effective
- Identify and reach agreement on the decision making arrangements between agencies and the consultative and advisory arrangements with other stakeholders to support road safety in Gujarat
- Identify capacity development (including training) needs in road safety management for the road safety positions to be established in the lead agency and other agencies and for the senior officers in these Agencies
- Identify options for (further) development of a Gujarat university based road safety research centre, including potential collaboration with another centre such as IIT or other centers of road safety research excellence
- Identify options for increased interaction with NHAI and other States to improve road safety management capacities and road safety outcomes
- Develop recommendations for a financing mechanism for road safety in Gujarat and achieve an agreed outcome with the Project Steering Committee

Task Scopes

(a) Review existing institutional arrangements for the management of road safety in Gujarat.

- Summarise the detailed roles of each of the agencies from the RSMCR and the RSMCR findings
 - Review the operational effectiveness of the Project Steering Committee and Project Working Group arrangements in overseeing the demonstration project and (potentially) some commissioned policy reviews.
- (b) *Identify preferred options for a State Agency to carry out the lead Agency Role*
- Specify the preferred option(s) for the lead agency role
 - Identify necessary resourcing for the agency to carry out that role and obtain the agreement of the Project Steering Committee to resourcing needs.
 - Identify necessary resourcing for other agencies to carry out their roles in support of effective road safety management across the agencies in order to achieve desired road safety outcomes
- (c) *Achieve agreement on the decision making arrangements between agencies and the consultative and advisory arrangements with other stakeholders which are to be established*
- Agreed decision making arrangements (structures and processes) between agencies
 - Agreed consultative and advisory arrangements with other stakeholders to support road safety in Gujarat
 - A document summarising these arrangements to be signed by all Project Steering Committee members
- (d) *Agreed road safety capacity development, research development and national partnership needs identified*
- Road safety management training and development needs for the road safety positions to be established in the lead agency and other agencies and for the senior officers in these Agencies to be specified and agreed
 - Proposals for (further) development of a Gujarat university based road safety research centre, including potential collaboration with another centre such as IIT, or other centers of road safety research excellence, to be specified and agreed
 - Options for increased interaction with NHAI and other States to improve road safety management capacities and road safety outcomes to be identified and agreed
- (e) *Develop recommendations for a financing mechanism for road safety in Gujarat*
- Options for securing agreed long term funding for road safety in Gujarat identified and agreed by agencies/ Project Steering Committee.

Task - 3: THE REVIEW OF OPTIONS AND SUGGESTION OF AN IMPROVED ROAD CRASH DATA SYSTEM FOR GUJARAT

Task Objectives

The objectives are to:

- Support the evaluation of the current road crash data system for comprehensiveness

and suitability for analysis of road crash problems.

- Consider options to improve (or replace) the current system and in consultation with the Working Group, identify the preferred options for upgrading of the State road crash and data analysis system.
- Scope any required procurement and technical assistance, including training of police and R&BD in data capture and training of users in diagnostic techniques and system applications.
- Extending inputs for other system integration with Home Department

Task Scope

(a) Support the evaluation of the current Gujarat road crash data system/ practices for comprehensiveness and suitability for analysis of road crash problems

- Evaluation of current procedures and systems for reporting, recording and analyzing road crash data and the extent to which current system capability meets agency requirements for analysis and understanding of road crash problems.
- Identify necessary modifications to current and planned procedures and systems for reporting, recording and analyzing road crashes to improve data system application.
- Identify preliminary costings for the necessary potential modifications option, including hardware and software modification requirements and user documentation and training needs

(b) Consider options to replace/ modify the current system

- Examine other available systems which are operating in India and may be under preparation nationally and the extent to which they meet agencies requirements (for practicality of data collection by police and for the required level of analysis and understanding of road crash problems by other agencies)
- Evaluate measures required to be taken for each option and the estimated costs and project duration to implement these systems in Gujarat

(c) In consultation with the Project Steering Committee/Working Group, compare the options for (i) modification of the current system and (ii) replacement with (procurement of) an existing system operating in another Indian State

(d) Home Department, Gujarat Police has developed e-GujCop State-of-the Art computerized system through specialized developers. It is having number of utility modules which very well supplement and compliment multi sectoral Road Safety intent. As per as Accident Crash Database system and e-GujCop standing is concerned, the TA Consultant has to interact with concerned stakeholders for how best this system is helping in establishing crash database from Road Safety point of view. Specifically the integration interface and necessary input data fields need to be proposed by TA consultant. The same has to be implementable after finalizing in consultation with the concerned Stakeholders and the World Bank. Besides this possible view points on further utility and maximizing benefits with minimum effect/impact on e-GujCop with respect to this task is expected.

Provide a report to, and work with, the WG to agree the preferred solution

Task-4: THE DEMONSTRATION PROJECTS POTENTIAL SUPPORT

Task - 4.1 PREPARATION OF GUJARAT SAFER CORRIDOR DEMONSTRATION PROGRAM UNDER GSHP-II

A. PROJECT BACKGROUND AND OBJECTIVES

The Road Safety Management Capacity Review (RSMCR) was carried out by the World Bank experts in October 2011. Key findings of the review and recommendations for the road safety project component were shared with different Stake holders.

The GoG formed a Project Steering Committee which held its first meeting on July 2, 2012. The Project Steering Committee consists of Additional Chief Secretary, Secretary of the R & B, Transport, Home and Education Departments and is chaired by The Chief Secretary of GoG. A working Group was also formed whose members represent the Project Steering Committee Departments.

Now collectively the intent is being carried forward on road safety component.

B. SCOPE OF WORK

1. Assist each Department represented on the Working Group to identify a plan of interventions for the Safe Corridor Demonstration Program. The application of this support is to include the following key activity areas:
 - Social Campaigns design, delivery and training,
 - Police enforcement preparedness,
 - Transport Officer enforcement preparedness
 - Education preparedness for schools,
 - Health preparedness for post-crash care in corridor

2. The work will also include drafting the TOR for any necessary further T/A for Stage 2 - detailed preparation of the interventions (within some 5 months of this initial T/A) – especially for:
 - Police enforcement training and equipment procurement;
 - Transport Officer training and equipment procurement;
 - Training of Police in crash investigation activity;
 - Training of Police and R and B Department staff in the new road safety cell-established in each Department and the officers in the existing Transport road safety cell;
 - Advice to the Department of Education about: curriculum materials for road safety education of school children; briefing of teachers; briefing of school communities and reaching agreement in the WG and with Education department for measures to be applied to achieve the safer movement of children to/ from (and in the vicinity of) schools
 - Public campaigns planning, content advice and delivery; review of road user information materials to be developed by Transport; Agreed campaign and information delivery

methods and Training

- Preparation of further TOR's for T/A during the Stage 2 advice activity - for the proposed Stage 3 activity, the final review of - and advice about - the demonstration project implementation within a further 6 or so months.

Note: The subsequent Stage 3 activity is likely to require advice and support for the following:

- Final training in enforcement activity and equipment use for Police and Transport officers;
 - Further training in police crash investigation activity
 - Preparation and implementation of public road safety campaign materials, through various delivery options and appropriate timing of activities;
 - Preparation of road user information materials and its distribution
 - Preparation and supply of relevant materials for school communities after reviewing Education Department's road safety actions.
3. Assist the Working Group in developing detailed implementation, procurement and monitoring & evaluation plans for the Safe Corridor Demonstration Program taking into consideration each Department's plan. Actual M&E of SCDP has to be carried out by TA consultant with due training and demonstration. This task has to be dealt so diligently that PWG/PIU carries this forward continuously.
4. Assist the Project Steering Committee and the Working Group to develop a brief TOR for their over viewing and delivery of Stages 1, 2 and 3 of the Project as well as the operation of the demonstration project. This will also include identifying suitable opportunities for inter-agency coordination and for twinning with other agencies nationally and internationally to share experience and enhance knowledge about road safety management.

The consultant should work with all Departments represented in the Working Group and report back to the Project Steering Committee.

Consultant is required to meet and discuss various concerned authorities to perform his duties and deliver outputs which are best suited for the Road Safety Management in the state.

Task - 4.2 Multi-sectoral interventions in demonstration corridor(s)

Several options for the multi-sectoral interventions in targeted demonstration corridors are specified. Depending on the sections(s) selected there may be trade-offs between engineering the safety of the corridor or implementing combined enforcement or publicity or a implementing a combination or both. The totals for enforcement and engineering are thus tentative and will depend on the final project design.

❖ SPECIFIC OUTPUTS EXPECTED FROM CONSULTANT

A Safe Corridor Demonstration Program document containing the following:

- Detailed multi-departments interventions implementation Plan
- Procurement Plan
- Monitoring & Evaluation Plan and delivery with training
- Design, delivery and training of all campaigns on ground with concern stakeholder departments

❖ Traffic safety enforcement

Enhanced traffic enforcement campaigns are to be designed and implemented in the demonstration corridor(s) to develop more effective general deterrence-based measures to achieve improved compliance with vehicle and road user standards and rules. Measures will include:

- speed management (with a special focus on pedestrian safety) through appropriate devices (such as radar, speed cameras, point to point cameras, etc.)
- alcohol testing
- occupant restraints
- motorcycle helmets
- Seat Belts usage
- heavy vehicle safety regulations (especially lighting, overloading, driver fatigue, speeding)

This may present an opportunity for piloting of a specially trained and equipped State Highway Patrol.

❖ Social marketing campaigns

Social marketing campaigns to improve traffic safety awareness and compliance with safety standards and rules will be designed and implemented to support the enhanced traffic enforcement in the demonstration corridors and areas. These campaigns will target all relevant parties and use all appropriate media, taking into account local literacy levels and language needs. Media will include local television, radio, newspapers, billboards and posters. Opportunities will also be found to use local cultural events and outlets to disseminate key messages and funding will be made available to support related community development initiatives.

❖ Post-crash safety

It is proposed that enhanced post-crash safety services be designed and implemented in the demonstration corridors and areas to improve the survivability of road crash victims and their longer-term recovery prospects. These services are to include:

- first responder training programs for those aside from local health workers most likely to attend crash scenes (e.g. taxi drivers, local business people and traffic police),
- emergency response systems
- the establishment of trauma registries
- computerized road traffic injury monitoring systems in health facilities

❖ Monitoring and evaluation

Systematic monitoring and evaluation procedures will need to be designed and developed to assess safety performance in the demonstration corridor(s) in consultation with Working Group. Performance measures should take the form of final outcomes, intermediate outcomes and outputs. M&E plan, delivery and training shall be accomplished in such a way WG/PIU carries forward the set M&E regime for SCDP.

Professional qualification, skills and experience required

<i>Sr. No.</i>	<i>Position</i>	<i>Minimum qualifications</i>	<i>Specific Required Expertise</i>
1	Road Safety Engineering and Management specialist cum Team Leader	Graduation in Civil/Mechanical/Automobile Engineering with Post graduate qualification in Mechanical/Transportation/Highway Engineering. Plus, specialist high-level qualifications relevant to Road Safety management and coordination functions	<p>The specialist should have minimum 15 years of experience in Road Safety domain including International exposure in Road Safety domain of at least 2 years. He/she should have experience of at least 2 similar projects and should have sound in-depth knowledge of National / International findings and directions in road safety strategies and action management, particularly in the engineering, regulatory, enforcement, monitoring & evaluation, planning, education, communication and advocacy aspects.</p> <p>Minimum 10 years of extensive national and minimum 2 years of international experience in road safety action planning, design and management, and in facilitation of related training, capacity-building and institutional initiatives. High-level skills in strategic and technical advising, and in coordinating complex multi-agency action in a public sector environment.</p>
2	Driver Licensing Policy, Driver Testing and Registry Management Specialist	Graduate qualifications in Mechanical Engineering with thorough knowledge of IT/Computer Software, plus other specialist high-level qualifications relevant to driver testing and licensing policy. Registered Member of SIAM is preferable. (Relevant post-graduate qualifications if any are also desirable). Post-Graduation in relevant to the position is Preferable	A specialist with about 10 years' experience with driver licensing policy development and motor vehicle driver training, testing and licensing in a national jurisdiction. A thorough knowledge of international best practice and associated research evidence for driver licensing system initiatives is essential. Previous experience in the provision of advisory services to a national or state driver licensing policy agency in a developing or transitional country is

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			<p>desirable. He should have at least 5 years' experience with the management of modern registry systems for drivers and vehicles and related business procedures and technology. Extensive experience working at a senior management level in a national or state registry is essential.</p>
3	<p>Enforcement, Enforcement Training and Operations Management Specialist</p>	<p>Post Graduate/ Graduate qualification in any discipline, preferable to have specialized qualification/credentials related to job title</p>	<p>A specialist with about at least 7 years' experience in traffic enforcement leadership, coordination, policy advice and policing experience, including the line-management of traffic enforcement staff in a national or state traffic Police Agency operating a successful general deterrence model. A demonstrated ability to communicate road safety enforcement principles and tactics to a broad audience is essential. Previous experience in a law enforcement training facility is desirable. He should have at least 5 years' experience in the design, implementation and evaluation of police officer and recruit training and development programs.</p> <p>He should have at least 5 years' experience in the specification, sourcing, evaluation and procurement of road safety equipment and tools in a national or state Police agency operating a successful general deterrence model. Previous experience in law enforcement training is desirable. A demonstrated understanding of modern operational safety enforcement practices is essential.</p> <p>Operational experience in a national or state police training college is essential.</p>

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4	Safe system and Safety Analysis Specialist	Graduate qualifications in Civil/Mechanical/Automobile Engineering with thorough knowledge of Computer Software plus other specialist high-level qualifications relevant to Road Safety (Relevant post-graduate qualifications are desirable).	A recognized specialist with about 10 years' experience conducting scientific analyses of road environment, vehicle and human factors contributing to road crashes and injuries. Hands-on experience of quantitative evaluations of safety interventions and outcomes is essential. Experience of road safety analysis in developing and transitional countries is desirable. He should also have 7 years' experience in the design, implementation and evaluation of infrastructure safety programs with operating road authorities and in safe system training of authority staff. He should have also experience of about 5 years in the in the review of road crash injury incurred from road crashes in the detailed and analysis of injury incurred by road users in road crashes.
5	Legislation, Statutes & Regulations (India) Specialist	Graduate qualifications in Law, preferably with post-graduate specializations in Administrative Law and/or Legislative Drafting (or equivalent)	He should have at least 10 years extensive professional experience in advising on, reviewing and /or facilitating amendment of transport and traffic safety specific legislation at National level and at least 2 years' experience globally. Familiarity with statutes, regulations and/or rules in the legal framework of Indian Public Sector and Transport related aspects is highly desirable. Experience in legal drafting in relation to preparation of new bills, regulations, legislative amendments, statutory notices and/or orders.
6	Public Information & Communication Specialist (India)	Graduate qualifications in Communications, social marketing, Public Relations and/or Information Management with relevant experience in road safety Advocacy	He should have at least 10 years extensive experience in developing and executing pro-active strategies and plans in community information and communication programs for

			<p>public health/road safety campaigns in India. At least 5 years' experience in designing and facilitating consultation and communication initiatives aimed at civil society stakeholders and/or at raising awareness in target community groups. Sound knowledge of current "public disclosure" and/or "right to information" provisions, and experience in integrating these in wider specific-purpose information and advocacy strategies. Completion of at least one comparable assignment in India is essential.</p>
7	Monitoring & Evaluation (M&E) Specialist	<p>Graduate qualifications in Management/Engineering/Economics and/or Business, with additional specialist qualifications relevant to Performance Monitoring and Evaluation programs (Relevant post-graduate qualifications are also desirable).</p>	<p>He should have at least 10 years extensive experience in project / program management systems and applications specific to Road Safety assessment programs. Minimum 5 years extensive technical experience, preferably in a developed country, with systems and processes dedicated to project-based progress / performance / results monitoring and outputs / outcomes evaluation. Proven expertise in the development of process frameworks and specifications for IT-supported Monitoring and Evaluation (M&E) functions and resources for technical and operational environments, interfaced with other MIS and decision-support systems and having multi-level reporting capability. Completion of at least two comparable assignments in Asia is essential.</p>

Details of the expected minimum number of key personnel in the Consultant's team and their respective likely man month inputs are provided hereunder. It is estimated that overall key personnel Man Month as Forty (40).

Sr. No.	Key Personnel	Estimated Man Months (Key Personnel)	Minimum Years of Overall Professional Experience	Estimated Man Months (Support Staff)
1	Road Safety Engineering and Management specialist cum Team Leader	17	20	20
2	Driver Licensing Policy, Driver Testing and Registry Management Specialist	4	15	8
3	Enforcement, Enforcement Training and Operations Management Specialist	4	12	8
4	Safe system and Safety Analysis Specialist	3	12	6
5	Legislation, Statutes & Regulations (India) Specialist	4	15	4
6	Public Information & Communication Specialist (India)	4	15	6
7	Monitoring & Evaluation (M&E) Specialist	4	15	4
	Total	40		56

Indicative Technical support staff person months are 56, though Consultants shall have their own estimate in commensuration with key staff deployment and overall responsive work and deliverable plan. Also adequate administrative support staff shall be provided by the Consultant.

Client's Review of Outputs & Deliverables

The consultants' main outputs and deliverables will initially be vetted by Review Committee comprising Working Group Member/Project Steering Committee. The R&BD (usually via the identified Review Committee, in the first instance) shall be responsible for reviewing, providing feedback on and /or advising acceptance of the Consultant's outputs and/or reports. This shall be done by the R&BD within not more than two (2) weeks of the date of submission to the Client.

Required Deliverables and Outputs

The consultant shall at least complete outputs and deliverables as and when shown in the following table:

Sr. No.	Table of Required Deliverables & Outputs				Contract Payment % upon acceptance of Submitted Deliverables
	Required Deliverable & /or Output	Due Timing (from mobilization)	No. of Hard copies	No. of soft copies (CD/ DVD)	
1	Inception Report (IR), inclusive of each task and Review of Functions and Capacity Building Needs of Lead Agency, Working Group Members, Road Safety Cell	End of month 2	10	7	5
2	Monthly Progress Reports	7 th day of each month	10	7	-
3	Workshops Facilitation & Associated Presentations / Papers (three (3) workshops)	Timings to be fixed	As required	7	5
4	Report on Consultation with concern Stake holders of Task 1, 2, 3 and 4.2	End of month 4	10	7	6
5	Report on findings of Task 1, 2 3 and 4.1 including Review of Legislation, Statutes, Regulations & Powers Relating to Road Safety Management in Gujarat	End of month 6	10	7	6
6	Report on Monitoring & Evaluation Framework the Safe Corridor Demonstration Program (Task 4.2)	End of month 6	10	7	6
7	Report inclusive of recommendations with cost estimation for all Task inclusive of Training Need Assessment (TNA)	End of month 9	10	7	6
8	Interim Progress Report on Implementation and Evaluation and Monitoring of Safe Demonstration Corridor Program (SCDP)	End of month 10	10	7	8
9	Mid-Term Progress Report on implementation arrangements for the SCDP	End of month 12	10	7	8
10	Draft for New/Amendment for Legislation, Statutes, Regulations & Powers Relating to Road Safety Management in Gujarat required if any	End of month 14	10	7	8
11	Interim Progress Report on implementation of multi-sectoral intervention under SCDP and its outcome including detailed Review of Road Safety Capacity Building status of all stake holders after training	End of month 18	10	7	8
12	Draft Final Report (DFR) on all tasks	End of month 20	10	7	14
13	Final Report (following GoG and WB response to DFR)	End of month 24	10	7	20

Location, Duration and Mobilization of the Services

The duration of the services will be twenty four (24) months from the time of the Consultant's mobilization. The GOG is presently planning for such mobilization to take place by Feb/Mar 2016. The services shall be delivered mainly in Gandhinagar, Gujarat. However, there will also be significant involvement of some of the Consultant's team on various occasions in non-metropolitan field activities, particularly in connection with the implementation of the Safe Corridor Demonstration Program (SCDP). This will be determined progressively in consultation between the R & BD, Concerned Stake holders and the Consultant's team.

At the outset of mobilization and during their Man Month Input period of the services, the Consultant is expected to field at least the Road Safety Engineering and Management specialist cum Team Leader, Driver Licensing Policy, Driver Testing and Registry Management Specialist, Enforcement, Enforcement Training and Operations Management Specialist, Safe system and Safety Analysis Specialist, Legislation, Statutes & Regulations (India) Specialist, Public Information & Communication Specialist (India), Monitoring & Evaluation (M&E) Specialist. Interested consultants shall take this into account in proposing the phasing of their nominated "key personnel".

Facilitation of the Services by the Client

Client facilitation:

- Provision to the consultant of available related reports and background documentation.
- Assistance to the consultant in establishing essential contacts in concerned GoG areas and in gaining the cooperation of other GoG departments and agencies, as required for this assignment.
- The World Bank's Safety experts report can be seen on www.gshp2.gov.in website.

The Home Department, Transport Department and R & BD shall provide counterpart personnel as and when required to work with the consultant aimed at technology transfer. During the course of the assignment consultant team leader shall be reporting to both, the Road Safety Working Group as well as the executive level of concerned stake holders consultant shall also reporting to SC as and when necessarily required. Urban Development and Housing, Education and Health Departments shall share their experiences and provide need based inputs as and when required by the consultant.

Accommodation & Operational Support Resources

The consultant shall be required to ensure the necessary operating resources and supplies (etc) for their team's requirements during the performance of the services. Interested consultants who are preparing a proposal for these services are therefore advised to make appropriate funding allocations in the financial part of their proposals for 'office facilities / resources / supplies/ consumables' costs and for possible accommodation, logistic rental costs.

Annexure : EXTRACT FROM RSMCR REPORT:

PROJECT MANAGEMENT FUNCTIONS

PROJECT STEERING COMMITTEE AND WORKING GROUP	SUGGESTED PROJECT MANAGEMENT FUNCTIONS FOR PROJECT COMPONENTS 1-4
Chair of Project Steering Committee – Chief Secretary	
Project lead agency support Roads and Buildings Department	<ul style="list-style-type: none"> - Chair of Project Working Group - Support role for: <ul style="list-style-type: none"> - Project leadership - Project coordination - Project funding - Project legislation - Project promotion - Project monitoring and evaluation - Project knowledge transfer, research - Highway safety management - Highway safety standards and guidelines - Highway safety audit - Highway safety assessment
Department of Transport	<ul style="list-style-type: none"> - Road safety legislation - Road safety enforcement - Road safety reporting - Driver licensing and penalty points - Vehicle registration and inspection - Heavy vehicle overloading - Carriage of hazardous goods - Vehicle safety policy - Professional driver training - Road safety information
Home Department	<ul style="list-style-type: none"> - Crash reporting and data systems - Road safety legislation - Road safety enforcement - Road safety reporting
Health Department	<ul style="list-style-type: none"> - Emergency response and treatment - Injury control and prevention programs - Road fatality and injury data surveillance - Road safety promotion campaigns
Education Department	<ul style="list-style-type: none"> - School road safety education - School bus safety - Safe school management systems - Road safety promotion campaigns
Urban Development	<ul style="list-style-type: none"> - Land use/transportation planning - Public transport - Urban road design standards

Annexure-1

WBP / 10 / 2012 / 4 / C

Government of Gujarat,
Roads and Building Department
Sachivalaya, Gandhinagar
Date: 28-04-2012

Office Memorandum

The Government of Gujarat, Roads and Building Dept., has proposed a Second Gujarat State Highway Project (GSHP - II) for development of existing state roads across the state with the loan assistance of the World Bank. Road safety is being given higher focus in this. To integrate appropriate road safety component in the project, the World Bank has carried out road safety management capacity of GOG. World Bank has now come out with the final report with the recommendation of formation of Project Steering Committee (PSC). The road safety project involves multi sectoral inputs to demonstrate consolidated and result focused interventions, it is propose to implement multi sectoral interventions through demonstration corridor.

In view of the above, the state government has constituted the following Project Steering Committee (PSC).

1.	Chief Secretary	Chairmen
2.	Additional Chief Secretary, Home Dept., Sachivalaya, Gandhinagar or a senior representative.	Member
3.	Additional Chief Secretary, Urban Development and Urban Housing Dept., Sachivalaya, Gandhinagar or a senior representative.	Member
4.	Principal Secretary and Commissioner (Health) Health Dept., Sachivalaya, Gandhinagar or a senior representative.	Member
5.	Principal Secretary, Education Dept., Sachivalaya, Gandhinagar or a senior representative.	Member
6.	Commissioner of Transport, Gujarat State, Gandhinagar or a senior representative.	Member
7.	Principal Secretary, Roads and Building Dept., Sachivalaya, Gandhinagar	Member Secretary

Annexure-2

Government of Gujarat,
Roads and Building Department
WBP/10/2012/5/C
Sachivalaya, Gandhinagar
Date:- 06-05-2012

Office Memorandum

The Government of Gujarat, Roads and Building Dept, has proposed a Second Gujarat State Highway Project (GSHP-II) for development of existing state roads across the state with the loan assistance of the World Bank. Road safety is being given higher focus in this. To integrate appropriate road safety component in the project, the World Bank has carried out road safety management capacity review (RSMCR) of GoG. World Bank has now come out with the final report on RSMCR with the recommendation of formation of Project Steering Committee (PSC) and Working Group (WG) for project to demonstrate consolidated and result focused interventions, it is proposed to implement multi sectoral interventions through demonstrations corridor.

In view of the above Working Group (WG) is constituted as following

Working Group

1.	Chief Engineer (World Bank), R&B Department Sachivalaya, Gandhinagar	Chairman
2.	Dy. Inspector General of Police (Law & Order) Sachivalaya, Gandhinagar or a senior representative	Member
3.	Additional Secretary Urban Development & Urban Housing Department Sachivalaya, Gandhinagar or a senior representative	Member
4.	Additional Director (Medical Services), Health Department, Sachivalaya, Gandhinagar or a senior representative	Member
5.	Director (Primary Education), Education Department, Sachivalaya, Gandhinagar or a senior representative	Member
6.	Director (Transport), Dr. Jivraj Mehta Bhavan, Gandhinagar or a senior representative	Member
7.	Officer on Special Duty (Special Projects), R&B Department, Sachivalaya, Gandhinagar	Member Secretary



R. K. Chauhan
Officer on Special Duty (S.P.)
R&B Department,
Gandhinagar

**STANDARD FORM
OF
CONTRACT**

**Technical Assistance for
Road Safety - Policy, Institutional Reviews and
Road Safety Management Capacity Strengthening
under GSHP-II**

Lump-Sum

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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 (Bank's Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract SCC); and the Appendices.

2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

**CONTRACT FOR CONSULTANT'S
SERVICES**

Lump- sum

Project Name *“Technical Assistance for Road Safety - Policy,
Institutional Reviews and Road Safety Management
Capacity Strengthening under GSHP-II”*

[Loan/Credit/Grant] No.

Contract No.

between

*[Name of the
Client]*

and

*[Name of the
Consultant]*

Dated: _____

I. Form of Contract

LUMP-SUM

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

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

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

WHERE AS

- (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 relevant, 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 “Bank Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the 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 Guidelines” means Guidelines for Selection and Employment of consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the 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. Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the 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 44 & 45.

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 45.1;

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

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (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 (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

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

e. Payment upon Termination

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

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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 Interests

- 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 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, 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, unless otherwise indicated in the **SCC**.
- 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 provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the 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 and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under 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 estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 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, and at the same rate of remuneration.
- 31. Removal of Experts or Sub-consultants** 31.1 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 shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 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.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

33.1 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.

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

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 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**.

36. Counterpart Personnel

36.1 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**.

36.2 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.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 38. Contract Price** 38.1 The Contract price is fixed and is set forth in the **SCC**.
The Contract price breakdown is provided in **Appendix C**.
- 38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 39. Taxes and Duties** 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 40. Currency of Payment** 40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.
- 41. Mode of Billing and Payment** 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 41.2.3 *The Final Payment* .The final payment under this

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

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

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments 42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

43. Good Faith 43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement 44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution 45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. General Conditions

Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, 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 party¹⁷;
 - (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 obligation¹⁸;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹⁹;
 - (iv) “coercive practices” 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 party²⁰;

¹⁷ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

¹⁸ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

¹⁹ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (v) “obstructive practice” is
- (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub- contractors, services 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) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation 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 they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures²¹, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank- financed contract, and (ii) to be a nominated²² sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.
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²⁰ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

²¹ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross- debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

²² A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

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	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India
4.1	The language is: <u>English</u>
6.1 and 6.2	<p>The addresses are:</p> <p style="padding-left: 40px;">The Chief Engineer (World bank) Roads and Buildings Department Government of Gujarat Gandhinagar-Gujarat. Email:</p> <p>Consultant : _____ Attention : _____</p> <p>_____</p> <p>Facsimile : _____</p>
8.1	<p><i>[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>The Lead Member on behalf of the JV is <i>[insert name of the member]</i></p>
9.1	<p>For the Client:</p> <p style="padding-left: 40px;">The Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010, Gujarat. For the</p> <p>Consultant:</p>
11.1	The effectiveness conditions are the following: <u>Approval of the contract by the Bank.</u>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be <u>90 days</u></p>
13.1	Commencement of Services:

	<p>The number of days shall be <u>30 days (Thirty days)</u> Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<p>14.1</p>	<p>Expiration of Contract:</p> <p>The time period shall be <u>24 months</u></p>
<p>21 b.</p>	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p><i>Yes</i></p>
<p>23.1</p>	<p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(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;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the <i>[insert “Applicable Law”, if it is the law of the Client’s country, or insert “applicable law in the Client’s country”, if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client’s country]</i>.</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank <u>prior to accepting any changes</u> to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank’s policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant’s liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant’s ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant’s liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u></i></p>

	<p><i>Also, the Consultant’s liability should never be limited for loss or damage caused by the Consultant’s gross negligence or wilful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client’s country.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> a) Professional liability insurance, with a minimum coverage of <i>two times of contract price</i> b) <i>Third party motor vehicle liability insurance in respect of motor vehicle operated in the Government’s country by the Consultant or its Personne or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988.</i> c) <i>(Third Party liability insurance, with a minimum coverage of Rs.40 lac. (Rupees Forty Lacs.)(After each occurrence the Consultant shall repay premium necessary to make insurance valid for this amount always);</i> d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	No exceptions
27.2	The Consultant shall not use these all documents and software/s for purposes unrelated to this Contract without the prior written approval of the Client.
38.1	<p>The Contract price is: _____ [insert amount and currency for each currency as applicable] inclusive of local indirect taxes except Service Tax .</p> <p>Any indirect local taxes, service tax only, chargeable in respect of this Contract for the Services provided by the Consultant shall be “reimbursed” by the Client “to” the Consultant.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</p>
39.1 and 39.2	The client will reimburse service tax paid by the consultant. However consultant shall have to produce all relevant original documents of payment of such tax to the client at the time of raising the claim / invoice for the same.

41.2 The payment schedule:

S. No.	Table of Required Deliverables & Outputs				Contract Payment % upon acceptance of Submitted Deliverables
	Required Deliverable & /or Output	Due Timing (from mobilization)	No. of Hard copies	No. of soft copies (CD/ DVD)	
1	Inception Report (IR), inclusive of each task and Review of Functions and Capacity Building Needs of Lead Agency, Working Group Members, Road Safety Cell	End of month 2	10	7	5
2	Monthly Progress Reports	7 th day of each month	10	7	-
3	Workshops Facilitation & Associated Presentations / Papers (three (3) workshops)	Timings to be fixed	As required	7	5
4	Report on Consultation with concern Stake holders of Task 1, 2, 3 and 4.2	End of month 4	10	7	6
5	Report on findings of Task 1, 2 3 and 4.1 including Review of Legislation, Statutes, Regulations & Powers Relating to Road Safety Management in Gujarat	End of month 6	10	7	6
6	Report on Monitoring & Evaluation Framework the Safe Corridor Demonstration Program (Task 4.2)	End of month 6	10	7	6
7	Report inclusive of recommendations with cost estimation for all Task inclusive of Training Need Assessment (TNA)	End of month 9	10	7	6
8	Interim Progress Report on Implementation and Evaluation and Monitoring of Safe Demonstration Corridor Program (SCDP)	End of month 10	10	7	8
9	Mid-Term Progress Report on implementation arrangements for the SCDP	End of month 12	10	7	8
10	Draft for New/Amendment for Legislation, Statutes, Regulations & Powers Relating to Road Safety Management in Gujarat required if any	End of month 14	10	7	8
11	Interim Progress Report on implementation of multi-sectoral intervention under SCDP and its outcome including detailed Review of Road Safety Capacity Building status of all stake holders after training	End of month 18	10	7	8
12	Draft Final Report (DFR) on all tasks	End of month 20	10	7	14
13	Final Report (following GoG and WB response to DFR)	End of month 24	10	7	20

41.2.1	Not applicable
41.2.4	The accounts are: for foreign currency: <i>[insert account]</i> . for local currency: <i>[insert account]</i> .
42.1	The interest rate is: <i>9% per annum for Payment in INR.</i>

	<p><i>The interest rate is: LIBOR+1.5 % per annum for Payment in Foreign Currency</i></p>
<p>45.1</p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>The Chairman of Executive Committee of Indian Roads Congress.</i> (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. 2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India or amendment thereof unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. <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. 4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[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:

	<ul style="list-style-type: none">(a) the country of incorporation of the Consultant [<i>If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. <p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none">(a) proceedings shall, unless otherwise agreed by the Parties, be held in _____.(b) the <i>English</i> language shall be the official language for all purposes; and(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

.....

APPENDIX B – KEY EXPERTS

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

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess

payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

**Model Form I
 Breakdown of Agreed Fixed Rates in Consultant's Contract**

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

(Expressed in [insert name of
 currency])*

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature _____

Date _____

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

Bank Guarantee for Advance Payment

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

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

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

At the request of the Consultant, we _____ *[name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the day of,²

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

whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

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