

GOVERNMENT OF GUJARAT, INDIA



**SELECTION OF CONSULTANT
REQUEST FOR PROPOSALS**

RFP No: 02/2016-17

**CONSULTANCY SERVICES FOR INDEPENDENT CONSULTANT
FOR MEHSANA-HIMATNAGAR FOUR LANING ON DBFOMT
ANNUITY CONTRACT UNDER GSHP-II**

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: 22/06/2016

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

RFP NO: 02/2016-17
LOAN NO: 8313IN

**Office of The Superintending Engineer
Project Implementation Unit**
Ground Floor, Nirman Bhavan, Sector-10/A
Gandhinagar –382010, Gujarat.

Date: 22/06/2016

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(GSHP-II). The Borrower 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 (Client) now invites proposals to provide

"Consultancy Services for Independent Consultant for Mehsana-Himatnagar four laning on DBFOMT Annuity Contract 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:

Sr. No	Name of Firm
1	AECOM Asia Company Ltd in association with AECOM India Pvt Ltd
2	SHELADIA Associates Inc.
3	AARVEE Associates Architects Engineers & Consultants Pvt Ltd
4	Intercontinental Consultants and Technocrats Pvt Ltd in association with Sanad Infratech Consultants Pvt Ltd
5	MSV International Inc.
6	SMEC International Pty Ltd in association with SMEC India Pvt Ltd

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, 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 (Time Based Selection Method)

Please inform us by Date 27/06/2016 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)
7. 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
E-mail:
se-piu-rnb@gujarat.gov.in
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Section 2 - Instructions to Consultants and Data Sheet:

A. General Provisions

1. Definitions
2. Introduction
3. Conflict of Interest
 - a) Conflicting Activities
 - b) Conflicting Assignments
 - c) Conflicting Relationships
4. Unfair Competitive Advantage
5. Corrupt and Fraudulent Practices
6. Eligibility
 - a) Sanctions
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B. Preparation of Proposals

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14. Preparation of Proposals – Specific Considerations
15. Technical Proposal Format and Content
16. Financial Proposal
 - a) Price Adjustment
 - b) Taxes
 - c) Currency of Proposal
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C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

18. Confidentiality
 19. Opening of Technical Proposals
 20. Proposals Evaluation
 21. Evaluation of Technical Proposals
 22. Financial Proposals for QBS
 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)
 24. Correction of Errors
 - a) Time-Based Contracts
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 25. Taxes
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 27. Combined Quality and Cost Evaluation
 - a) Quality- and Cost-Based Selection (QCBS)
 - b) Fixed-Budget Selection (FBS)
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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
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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/financing/grant</i>¹] 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> <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</p>
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¹ [*“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA*]

	<p>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 in the Data Sheet 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>
<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>

	2.4. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet .
3. Conflict of Interest	<p>3.1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.</p> <p>3.2.1. 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>
a. Conflicting activities	i. Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	ii. Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	iii. Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.
4. Unfair Competitive	4.1. Fairness and transparency in the selection process require

Advantage	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	<p>5.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>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.</p>
6. Eligibility	<p>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.</p> <p>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.</p>
a. Sanctions	<p>6.3. As an exception to the foregoing Clauses 6.1 and 6.2 above:</p> <p>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.</p>
b. Prohibitions	<p>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:</p> <p>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</p> <p>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.</p>

<p>c. Restrictions for Government-owned Enterprises</p>	<p>6.3.3. Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they</p> <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
<p>d. Restrictions for public employees</p>	<p>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</p> <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. 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 iii. Their hiring would not create a conflict of interest.

B. Preparation of Proposals

<p>7. General Considerations</p>	<p>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.</p>
<p>8. Cost of Preparation of Proposal</p>	<p>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,</p>

	<p>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.</p>
9. Language	<p>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.</p>
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	<p>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>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>
a. Extension of Validity Period	<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</p>

	<p>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</p>
b. Substitution of Key Experts at Validity Extension	<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>
c. Sub- Contracting	<p>12.9. The Consultant shall not subcontract the whole of the Services.</p>
13. Clarification and Amendment of RFP	<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. 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>13.2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
14. Preparation of Proposals – Specific Considerations	<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</p>

	<p>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 Financial Proposal shall not exceed this budget.</p>
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. 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	<p>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.</p>
a. Price Adjustment	<p>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.</p>
b. Taxes	<p>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</p>

	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 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 Initialled 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</p>
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	<p>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 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.</p>
<p>18. Confidentiality</p>	<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>
<p>19. Opening of Technical Proposals</p>	<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</p>

	<p>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>
21. Evaluation of Technical Proposals	<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>
22. Financial Proposals for QBS	<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>
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	<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</p>

	<p>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 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.</p> <p>23.3. 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 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.</p>
24. Correction of Errors	<p>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.</p>
a. Time-Based Contracts	<p>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.</p>
b. Lump-Sum Contracts	<p>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.</p>
25. Taxes	<p>25.1. The Client's evaluation of the Consultant's Financial</p>

	Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet .
26. Conversion to Single Currency	26.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant 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. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial Negotiations	28.6. The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract. 28.7. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. 28.8. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.
29. Conclusion of Negotiations	29.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative. 29.2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
30. Award of Contract	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. 30.2. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet .

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 Name of the assignment is:</p> <p>Consultancy Services for Independent Consultant for Mehsana-Himatnagar four laning on DBFOMT Annuity Contract under GSHP-II</p>
2.3	<p>A pre-proposal conference will be held: Yes Date: 11/07/2016 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 provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Detailed Project Report including Data, Designs, Drawings, TDP, SIA, EMAP, HIV/AIDS Prevention Plan and other available relevant data corridor.
4.1	DPR and bidding documents are prepared by the Consultant Lea Associates South Asia Pvt Ltd. These documents will be made available to all the short listed firms and the same are available from the Office of The Superintending Engineer. Ground Floor, Nirman Bhavan, Sector-10/A Gandhinagar Gujarat-382010 and also available on website:www.gshp2.gov.in

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	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <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 <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <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, as covered through 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: 22/11/2016)
13.1	<p>Clarifications may be requested no later than 15 days prior to the submission deadline.</p> <p>The address for requesting clarification is:</p> <p style="padding-left: 40px;">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>
14.1.1	Shortlisted Consultants may associate with: (a) non-shortlisted consultant(s) : No Or (b) other shortlisted Consultants : No
14.1.2	Estimated input of Key Experts' time-input: 151 person-months.
14.1.3	<p>The Consultant's Proposal <i>shall</i> include the Key Experts' time-input of 151 person-months. <i>However this man months are indicative only. Consultants may decide their own proposition(refer Annexure-2)</i></p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person- month)</p>

	is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.
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: Yes
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"> • reimburse the Consultant for indirect local taxes (including service tax) and duties as per SCC 1.10 - Yes. • 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: 25/07/2016 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</p>

	<p>Tel.: + 91 79 23252986 Fax: + 91 79 23251915 e-mail: se-piu-rnb@gujarat.gov.in; sepiu.dksolanki@gmail.com</p>																																							
19.1	<p>An online option of the opening of the Technical 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> <p>Date: 25/07/2016 Time: 12:30 Hours(IST)</p>																																							
19.2	<p>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.</p>																																							
21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: <u>Points</u></p> <p>i. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 25</p> <table border="1"> <tr> <td>(a) Technical approach and methodology</td> <td>:</td> <td>10</td> </tr> <tr> <td>(b) Work Plan</td> <td>:</td> <td>8</td> </tr> <tr> <td>(c) Organization and Staffing</td> <td>:</td> <td>7</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total points for criterion (i)</td> <td>: 25</td> </tr> </table> <p>ii. Key Experts' qualifications and competence for the Assignment:</p> <table border="1"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td>1) Team Leader cum Senior Highway Engineer</td> <td style="text-align: right;">: 13</td> </tr> <tr> <td>2) Senior Bridge Engineer (including bridge design)</td> <td style="text-align: right;">: 9</td> </tr> <tr> <td>3) Senior Quality, Material and Pavement Expert</td> <td style="text-align: right;">: 10</td> </tr> <tr> <td>4) Senior Highway Design Engineer</td> <td style="text-align: right;">: 10</td> </tr> <tr> <td>5) Road Safety Specialist</td> <td style="text-align: right;">: 9</td> </tr> <tr> <td>6) Senior Environment Specialist</td> <td style="text-align: right;">: 7</td> </tr> <tr> <td>7) Senior Social Specialist</td> <td style="text-align: right;">: 6</td> </tr> <tr> <td>8) Contract Management Specialist</td> <td style="text-align: right;">: 6</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Points for criteria – (ii)</td> <td>: 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:</p> <p>1) General qualifications (general education, training, and experience):</p> <table border="1"> <tr> <td>i. Education</td> <td>:</td> <td>10</td> </tr> <tr> <td>ii. Overall Experience</td> <td>:</td> <td>15</td> </tr> </table>	(a) Technical approach and methodology	:	10	(b) Work Plan	:	8	(c) Organization and Staffing	:	7	Total points for criterion (i)		: 25	Key Personnel	Marks	1) Team Leader cum Senior Highway Engineer	: 13	2) Senior Bridge Engineer (including bridge design)	: 9	3) Senior Quality, Material and Pavement Expert	: 10	4) Senior Highway Design Engineer	: 10	5) Road Safety Specialist	: 9	6) Senior Environment Specialist	: 7	7) Senior Social Specialist	: 6	8) Contract Management Specialist	: 6	Total Points for criteria – (ii)		: 70	i. Education	:	10	ii. Overall Experience	:	15
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	<p>iii. Training : 5</p> <p>2) Adequacy for the Assignment:</p> <p>i. Type & Quality of projects completed : 15</p> <p>ii. Size and no. of similar projects : 15</p> <p>iii. Years of experience on similar projects : 20</p> <p>3) Years with the firm: : 10</p> <p>4) Experience in region and language:</p> <p>i. Experience in similar projects in similar regions : 5</p> <p>ii. Proficiency in Hindi or Gujarati : 5</p> <p style="text-align: right;">Total weight: 100 %</p> <p>iii. Transfer of knowledge (training) program (relevance of approach and methodology):</p> <p>Total points for criterion (iii) : 5</p> <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>
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:</p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p>

	<p>T = 0.8 (80%), and P = 0.2 (20%)</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
27.2 to 27.4	Not Applicable
D. Negotiations and Award	
28.1	<p>Expected date and address for contract negotiations: Date: 20/09/2016</p> <p>Address:</p> <p style="text-align: center;">Roads & Building Department, 14/2, Sachivalaya, Gandhinagar, Gujarat.</p>
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. This information will also be published on GSHP-II website: http://gshp2.gov.in/
30.2	Expected date for the commencement of the Services: Date:20/10/2016 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
FTP		
√	TECH-1	Technical Proposal Submission Form.
“√” If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.
“√” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members
√	TECH-2	Consultant’s Organization and Experience.
√	TECH-2A	A. Consultant’s Organization
√	TECH-2B	B. Consultant’s Experience
√	TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.
√	TECH-3A	A. On the Terms of Reference
√	TECH-3B	B. On the Counterpart Staff and Facilities
√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
√	TECH-5	Work Schedule and Planning for Deliverables
√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)

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 “Consultancy Services for Independent Consultant for Mehsana-Himatnagar four laning on DBFOMT Annuity Contract 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 Jan. 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 *[In full and initials]* : _____
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**
(For Full Technical Proposal Only)

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, 2011}	{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.
- 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.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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

Employment record relevant to the assignment: {Starting with present 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
[e.g., May 2005 present]	[e.g., Ministry of, advisor/consultant to... For references: Tele: _____ Mail _____ ;Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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 “Consultancy Services for Independent Consultant for Mehsana-Himatnagar four laning on DBFOMT Annuity Contract under GSHP-II” 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:

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

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	Subtotal	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.

- 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.

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

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]

SECOND GUJARAT STATE HIGHWAY PROJECT

Consultancy Services for Independent Consultant for Mehsana-Himatnagar four laning on DBFOMT Annuity Contract under GSHP-II

TERMS OF REFERENCE

1. Scope and standards of performance

- 1.1. These Terms of Reference for the Independent Consultant (“IC”) relate to the Concession Agreement (“CA”) of the Design, Engineering, Construction, Finance, Operation and Maintenance of Existing State Highway 55 from Mehsana to Himatnagar on DBFOMT (Annuity) Basis. The Concession will be awarded competitively by the Government of Gujarat, Roads and Buildings Department (“Authority”) to the lowest evaluated bidder (subsequently referred to as “Concessionaire”), in accordance with the “World Bank Procurement Guidelines, Selection and Employment of Consultants-January 2011”. The term “Concessionaire” refers collectively to the design, construction and Operations and Maintenance contractors, subcontractors, suppliers, designers, consultants, etc. employed by the Concessionaire in fulfillment of its obligations provided under the CA. The IC will be selected competitively in accordance with the “World Bank Procurement Guidelines, Selection and Employment of Consultants-January 2011”.
- 1.2. In taking actions and making decisions, the IC shall be guided by professional values of project management, encompassing responsibility, respect, fairness and honesty. The IC shall exercise its responsibility by taking ownership for decisions made, actions taken and the consequences that may result. The IC’s decisions and actions shall be based on the best interests of the parties to the CA, as well as public safety and the environment. If necessary, the IC shall be ready to take ownership for errors and omissions, promptly communicate them to the affected parties and make corrections. The IC shall be fully familiar with and uphold the agreed policies, rules and the respective rights and obligations of the Authority and the Concessionaire under the CA. The IC shall demonstrate respect by listening to and understanding the views of others, negotiating in good faith and not acting in an abusive and arbitral manner. It shall always remain the duty of the IC to apply fairness through conduct which is conducive to consistent impartiality and objectivity. Transparency,

truthfulness and avoidance and/ or disclosure of real or potential conflicts of interest shall complement the IC's reputation for honesty.

2. The key objectives of the IC are as follows:

- 2.1. to ensure high quality construction and maintenance of all works; this is achieved by compliance with the CA, and developing and implementing an engineering plans and design, which conforms with applicable standards and technical specifications;
- 2.2. to promote technology transfer either through joint ventures between expatriate and local firms or by employment of local staff;

3. General duties and functions

- 3.1. The IC shall be responsible for the review of designs prepared by the Concessionaire, including drawings and specifications, superintendence of the Concessionaire's performance under the CA, progress monitoring, technical and quality control, evaluations of construction, certification and completion of the works by the Concessionaire , and duties related to taking over and the defects liability period. The IC shall be present at all times during the day-to-day implementation of the Design and Construction Periods and as required for the fulfilment of its assignment during the Operation and Maintenance Period. Having been appointed by the Authority, in consultation with the Concessionaire, and delegated specific authorities in the CA, the IC shall be fully responsible for superintendence of the Concessionaire's performance in all phases of the CA. The IC shall at all times, be adequately staffed, in terms of numbers and professional skills, to carry out its responsibilities with the competence and diligence required for this assignment.
- 3.2. The Independent Consultant may organize his staff and activities as he wants, provided that he satisfies the requirements of these TOR and the contract between the Authority and the Concessionaire.
- 3.3. The IC shall exercise the authority delegated to it by the Authority, within the parameters established in the CA. The following is a summary of the delegated authorities, roles and functions of the IC:
 - (i) Review of the Drawings (working and as-built), Specifications and related Documents including detailed engineering and design documents, design and construction progress reports prepared by the Concessionaire;
 - (ii) Review, inspection, and superintendence of the Construction Works including environmental management plan, resettlement action and Social safeguard plan, traffic management program, work zone safety plan and other special management programs as set forth in the CA; work with the Concessionaire to ensure timely and on budget execution of the road works;
 - (iii) Ensure the Concessionaire's fulfilment of his quality assurance plan by visual

- observation, random measurements and laboratory tests. Conducting tests and inspections on completion of construction and issuing Completion/ Provisional Completion Certificate as set forth in the CA;
- (iv) Co-ordination with stake holders including, performing related duties and functions, as necessary for the Concessionaire's successful and timely completion of the Highway Project under the CA;
 - (v) Certification of payments;
 - (vi) Review, inspection and superintendence of O&M as set forth in the CA;
 - (vii) Contract administration;
 - (viii) Review, inspection and monitoring of divestment requirements as set forth in the CA;
 - (ix) Assisting the Parties to the CA in resolving disputes, differences or controversies in accordance with the applicable provisions of the CA and Dispute Resolution Clause of the CA;
 - (x) Determining the costs of any works or services and/or their reasonableness, as required under the CA;
 - (xi) Determining the period or any extension thereof, for performing any duty or obligation as required under the CA;
 - (xii) Reporting progress of the works on a monthly basis;
 - (xiii) Cooperating with the Third Party Quality Monitoring Team appointed by the Authority to carry out its tasks;
 - (xiv) Undertaking all other duties and functions in accordance with the CA
- 3.4. DELEGATION OF IC DUTIES: The IC may from time to time, assign duties and further delegate authority to Key Personnel consisting of Senior Highway Engineer, Senior Bridge Design Engineer, etc., and may also revoke such assignments and delegations. These assignments, delegations and revocations shall not take effect until they have been duly notified to the Authority and the Concessionaire. Each Key expert shall only be authorized to issue instructions to the Concessionaire to the extent defined in the notice of delegation. Any approval, instruction, notice, request or similar act by key expert, in accordance with this delegation, shall have the same effect as though the act had been an act of the IC. The IC will appoint the "Senior Highway Engineer", to act as Team Leader (TL) as mentioned in the contract documents, and who will reside full-time at the project site. TL will interact with the designated Authority's representative at the Project Implementation Unit (PIU). The Team leader shall delegate some of his authority to other key experts, who will act as "the IC's Representative" in the construction site supervision teams. Each supervision team will be composed of several professionals. The IC shall define in its technical proposal the number of supervision teams and the overall supervision approach for the project. The proposals shall describe how the IC will establish a mechanism, which will ensure coordination of the supervision teams, so that each team is all times fully aware of the remedies to problems used by the other teams. This will ensure that the

- full experience of the IC can be applied in all works.
- 3.5. The IC shall arrange training for the Authority's staff to improve their ability to supervise and manage the road and bridge works and the environmental impacts of construction.
 - 3.6. **AUTHORITY TO AMEND THE CA:** The IC shall have no authority to amend, suspend or terminate the CA with regard to the Concessionaire's rights and obligations, without written instructions from the Authority.
 - 3.7. **MEETINGS WITH AUTHORITY:** The IC shall interact with the Authority's designated officers and staff on a regular basis and attend the Authority's monthly meeting to review the Concessionaire's progress during the preceding month. The IC shall make available its assistants and other key staff, as required for these monthly meetings. The issues discussed between the IC and the Authority shall be recorded in the minutes of the meeting and remain on the agenda of subsequent meetings, until they are fully resolved.
 - 3.8. The IC shall chair monthly meetings with the Concessionaire. During these meetings, formal minutes will be taken by the IC and distributed to the Concessionaire and Authority.
 - 3.9. **MEETINGS WITH WORLD BANK:** The IC shall be available to attend meetings with World Bank missions during their visits to the Authority and on field trips.
 - 3.10. **MANAGEMENT INFORMATION SYSTEMS:** The IC shall make use of Management Information Systems (MIS) in carrying out its assignment and provide read-only remote access to its MIS records and reports to the Authority and the Concessionaire. Confidential records and reports shall be exempted from this requirement for remote access to the IC's MIS.
 - 3.11. **RECORD OF DIGITISED INVENTORY, DRAWINGS AND SPECIFICATIONS AND OTHER DOCUMENTS:** Upon completion of its assignment, the IC shall obtain, sort and prepare a digitized inventory of all Drawings, Specifications, other Documents, test reports, certificates and similar records related the pursuit of the CA. The IC's digitized inventory shall be turned over to the Authority for safekeeping.
 - 3.12. Maintain the Deviation Report and send it monthly to the Authority and the Concessionaire in a format attached – Annexure – I.
 - 3.13. Maintain digital color photographs throughout the duration of the Contract for photographic record (available for inspection) of monthly progress at set locations, especially of any construction of technical or contractual interest. Each photograph should be captioned with: reference number, time, date, precise location, subject, and points of particular note. All digital data with captions should be stored on diskette in a record system;
 - 3.14. The IC shall keep a daily log of the progress and issues on the construction sites.

4. Duties and functions during the Development Period:

- 4.1 REVIEW OF DESIGNS, DRAWINGS, SPECIFICATIONS AND CONSTRUCTION METHODOLOGY : During the Development Period, the IC shall undertake a detailed review of the construction methodology together with Drawings, quality assurance procedures, the procurement, engineering construction time schedule and deviation in designs drawings and specification, if any, to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, mix designs, traffic operations and safety arrangements, traffic surveys, topographical/subsurface surveys, review of supplemental EIA/EMP and Green Highway interventions for possible impact owing to design changes. This review shall verify that the safety measures specified in the CA are included in the detailed designs. The IC shall complete such review and send its comments/observations with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards defined in CA, to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings and Specifications. In particular, such comments/ observations shall specify the conformity or otherwise of such Drawings and Specifications with the CA.
- 4.2 After reconciling further comments received from the Authority and the Concessionaire with its own, the IC shall make a final determination of its findings and advise the Concessionaire accordingly. Subsequently, the IC shall review any modified Drawings, Specifications or supporting Documents sent to it by the Concessionaire and shall give its clearance or observations if any within 7 (seven) days of receiving such modified Drawings, Specifications or Documents.
- 4.3 CONSTRUCTION SAFETY and Environmental Management: The IC shall review the Concessionaire's Construction Zone Safety Checklist, Environment Management Plan (EMP) and Green Highway interventions in accordance with the relevant requirements of the CA and furnish its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receiving such Checklist. The IC shall subsequently monitor the Concessionaire's compliance with the Traffic Management Plan, Construction Zone Safety Checklist, Environmental Management Plan, Green Highway interventions, Social Safeguard Plan and if necessary, enforce the relevant provisions of the CA in this regard. In particular, the IC will confirm that the Concessionaire's management plan complies with the conditions of the EIA Clearance granted by the SEIAA or the NEIAA, as the case may be. In case of divergence of the plan from the conditions of the said Clearance, the IC shall bring the same to the attention of the Authority and the Concessionaire.
- 4.4 REVIEW OF THE CONCESSIONAIRE'S QUALITY ASSURANCE

PROCEDURES: The IC shall periodically review the Concessionaire's quality assurance procedures and furnish its comments to the Authority and the Concessionaire within 15 (fifteen) days of receipt thereof. The IC shall subsequently monitor the Concessionaire's compliance with the quality assurance procedures.

- 4.5 REVIEW OF PROJECT AGREEMENTS: Upon reference by the Authority, the Independent Consultant shall review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project Highway, proposals from the concessionaire or agreements entered by the concessionaire with any contractors on such works and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.

5 Duties and functions during the Construction Period:

- 5.1 REVIEW OF DRAWINGS AND SPECIFICATIONS: In respect of the Drawings, documents and report on compliance with Safety Requirements received by the Independent Consultant for its review and comments during the Construction Period, the provisions of Paragraph 4.1 shall apply, mutatis mutandis.
- 5.2 QUALITY AND SAFETY ASSURANCE: The duties and functions of the IC during the Construction Period shall be all-encompassing, including superintendence of the Concessionaire's performance of the Works on a day-to-day basis, particularly with regard to the deployment of labor, materials, equipment & standards of materials & workmanship and safety arrangements and environmental management in accordance with the EMP and Green Highway interventions at the site. The IC shall have no authority to relieve the concessionaire of any of their duties under the CA or to impose additional obligations. The IC shall ensure the Resettlement Action and Social Safeguard Plan is implemented as designed and update the mitigation measures if required.
- 5.3 QUALITY TESTING: The IC shall provide sufficient staff to carry out inspections and tests in the field to the extent of a minimum of 25% of the 100 % Concessionaire's Requests for Inspection (RFI) pertaining to various items of works. The 25 % of representative RFIs have to be selected in such a way by the IC that, those RFIs will fairly represent the quality and quantity of work being carried out. The IC shall either issue written clearances or require the Concessionaire, within 7 (seven) days of such inspections, to rectify and remedy identified defects or deficiencies. Furthermore, with regard to pavement sub-base and bituminous courses, the IC shall field-check 100% of RFIs. The inspection procedures to be observed by the IC, the Concessionaire, and the Authority shall be governed by the corresponding CA requirements. The inspections, submission of such inspection reports and clearance of RFI by the IC shall not relieve or absolve the concessionaire of its

obligations and liability. Consultant shall also have access to the concessionaire's laboratory facilities for independent testing of materials.

- 5.4 **INSPECTION REPORT:** At least, once a month, the IC shall summarize such inspections in its Inspection Report and submit to the Authority and the Concessionaire setting forth an overview of the status, progress, quality and safety of construction including the work methodology adopted, the materials used and their sources, including development and rehabilitation and conformity of construction works with the scope of project and specification standards.
- 5.5 **RECTIFICATION OF DEFECTS & DEFICIENCY:** In the event that the Concessionaire is required to carry out any remedial works for removal or rectification of any defects or deficiencies, the IC shall require the Concessionaire to prove through appropriate tests that such remedial works have brought the Works into conformity with the CA. The IC shall take all necessary measures to achieve closure of non-conformances through the Concessionaire's actions in the shortest possible time, but in no case later than Provisional Completion. The IC shall maintain complete records of all remedial works from their identification to rectification.
- 5.6 **REVIEW OF ACHIVEMENT OF MILESTONES PRESCRIBED:** In the event that the Concessionaire fails to achieve any of the CA Milestones, the IC shall undertake a review of the progress of construction and identify the causes of delays, if any. If the IC determines that the rate of progress of the Works is not likely to achieve the CA Milestones, including the Construction Completion Date, it shall notify and require the Concessionaire to indicate within 15 (fifteen) days of its notice to the Concessionaire, the steps proposed to be taken to expedite progress, and the period within which the CA Milestones, including the Construction Completion Date shall be achieved. This notice to the Concessionaire shall be copied to the Authority. Upon receipt of the Concessionaire's response, the IC shall review the steps proposed by the Concessionaire and send its final determination concerning the likely achievement of the CA Milestones to the Concessionaire and the Authority.
- 5.7 **REVIEW AND MONITORING OF SAFETY ARRANGMENT AND SUSPENSION OF WORKS ON SAFETY REASONS:** If at any time during the Construction Period, the IC determines that the Concessionaire has not made adequate arrangements for the safety of workers and users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the users, it shall notify the Concessionaire forthwith and may further recommend to the Authority that the whole or part of the Works be suspended for ensuring safety thereof. The Authority's notice of suspension for reasons of safety shall be promptly communicated to the Concessionaire and the IC. The suspension may be lifted by Authority only upon the IC's determination and follow-up inspection that the

conditions which caused the suspension have been removed or remedied sufficiently. In emergency cases the IC will take such actions and steps to ensure the safety pending clearance from the authority.

- 5.8 REVIEW AND MONITORING OF ENVIRONMENTAL ARRANGMENT AND SUSPENSION OF WORKS ON ENVIRONMENTAL REASONS: If at any time during the construction period, the IC determines that the environmental management measures are inadequate and can cause harm to the environment beyond permissible limits laid down in the EMP or the Clearance issued for the project, it shall notify the Concessionaire forthwith and may recommend to the Authority that whole or part of the Work be suspended. The Authority's notice of suspension for reasons of higher than allowable risk to the environment shall be promptly communicated to the Concessionaire and the IC. The suspension may be lifted by Authority only upon the IC's determination and follow-up inspection that the conditions which caused the suspension have been removed or remedied sufficiently. In emergency cases the IC will take such actions and steps to ensure avoidance or at least minimization of damage to the environment, pending clearance from the Authority.
- 5.9 EXTENSION OF TIME DETERMINATION: If the Works are suspended by the Authority for reasons not attributable to the Concessionaire, the IC shall determine any extension of dates set forth in the Construction Completion Schedule and compensation, if any, to which the Concessionaire may be reasonably entitled. The IC shall notify Authority of its determination and the Authority shall extend the Construction Completion Schedule accordingly through notice to the Concessionaire. When the reasons for the suspension have subsided and the Works can be resumed, the Authority shall lift the extension through follow-up notice to the Concessionaire, in coordination with the IC.
- 5.10 TESTS TO BE CARRIED OUT: The IC shall require the Concessionaire to carry out, or cause to be carried out, all Tests specified in the related schedules of the CA, from time to time and in accordance with Good Industry Practice for quality assurance. The Concessionaire shall carry out these tests in accordance with the instructions of the IC and furnish the test results to the IC. In the event that the results of any tests establish any defects or deficiencies in the Works, the IC shall require the Concessionaire to carry out remedial measures and furnish a report to the IC in this regard. These IC's functions related to tests shall be carried out and communicated to the Authority and the Concessionaire in conformance with the related provisions of the CA.
- 5.11 CERTIFICATION OF LUMP SUM PAYMENTS: The Concessionaire shall submit requests for Lump Sum Payments to the IC, in accordance with the applicable requirements of the CA and the IC shall make fair and reasonable assessments of such payment requests and the associated documentation submitted by the Concessionaire.

The IC shall verify and certify the amount claimed in the Concessionaire's invoice, along with the necessary adjustments and recommend to the Authority for payment as provided in CA. The IC's recommendations with regard to the Concessionaire's payment requests shall reach the Authority within 14 days from the date of such claim by the Concessionaire after satisfactory fulfillment of conditions prescribed in the CA

- 5.12 **REVIEW OF PROGRESS REPORTS:** The IC shall review the monthly progress report furnished by the Concessionaire and provide its comments to the Authority and the Concessionaire within 7 (seven) days of receipt of such report. The IC shall provide its concurrence in the Concessionaire's monthly progress report or its reservations, as the case may be, to the Concessionaire and copy this communication to the Authority. If necessary, the IC shall require the Concessionaire to submit additional information related to the monthly progress report.
- 5.13 **ISSUE OF COMPLETION AND PROVISIONAL COMPLETION CERTIFICATE:** Upon completion of the Works, as notified by the Concessionaire and the successful completion all inspections and tests required by the CA, the IC shall issue to the Concessionaire and the Authority the Completion Certificate set forth in the CA. At the Request of the Concessionaire and with the concurrence of the Authority, the IC may issue instead, the Provisional Certificate, also set forth in the CA. The Provisional Certificate may be used, when the Project Highway can be safely and reliably placed in operation, even though certain parts of the Works are not yet fully completed. In such event, the IC shall append to its Provisional Certificate, a list of outstanding items and their agreed completion dates. This list, which is referred to in the CA as Punch List, shall be signed jointly by the Concessionaire and the IC. In cases where certain parts of the Works are not yet completed due to delays in completion attributable to the Authority, the IC shall not withhold the Provisional Certificate.
- 5.14 **REVIEW OF AS BUILT DRAWINGS:** Within 90 (ninety) days of the Project Completion Date, the IC shall require the Concessionaire to furnish the as-Built drawings in a manner acceptable to the Authority. The IC shall review the 'As Built' drawings for each component of the works prepared by the Concessionaire and determine their acceptability under the terms of the CA. The IC shall communicate its determination to the Authority and the Concessionaire.
- 5.15 **PERIODIC REPORTING REQUIREMENTS OF IC:** All the reports should be submitted in five hard copies as well as in soft copy (two CDs).

A. Inception Reports

The Inception Report shall outline how the IC will implement the project. It shall illustrate

the planning that the IC has done for the assignment, staffing and comments as deemed appropriate. The Authority will comment on the Report.

The Inception Report must be submitted within three (3) weeks after mobilization and should also describe the final format the IC proposes to use for the Monthly Technical Reports.

B. Monthly Technical Reports

C. The IC shall no later than the 7th of each month; deliver a brief progress report summarizing the work accomplished by each of the supervision teams for the preceding month. The Monthly Technical Report shall report on the health and safety, physical progress, status of payment of the contractor's monthly payment certificates, all claims for cost or time extensions, and actions required by the Authority to permit unconstrained works implementation. It shall include problems encountered and recommended solutions and a summary of the log from the meetings with the Concessionaire. The draft outline for the monthly report is below.

- a) Health and safety in the work sites (the Concessionaire must keep a log of accidents by category)
- b) Physical progress vis-à-vis the planned progress, including time and costs; Also, weekly progress log and issues on the construction sites;
- c) Explanations for variances to the above;
- d) Expenditures vis-à-vis the cash flow forecast and budget; Further IC shall prepare a detailed report on draw down of equity and debt from the Escrow Account.
- e) Explanations for variances to the above;
- f) Status of Concessionaire claims and disputes, including Concessionaire claims for time extension and compensation, Variation order (Change of Scope) proposed and approved.
- g) Human resources, mechanical equipment and materials;
- h) Testing and quality control and inspections carried;
- i) Stakeholder issues;
- j) Environmental management plan;
- k) Summary of problems encountered (administrative, technical, financial, etc) and actions already taken or expected to be taken by the IC, or requested from the Concessionaire to overcome these problems;
- l) Other relevant material and discussions, and
- m) Annexes: The Deviation Report, and other supporting information as necessary
- n) Summary of existing encumbrances like trees, electrical poles, water lines, underground utilities, public buildings etc. The time programme commensurate with Concessionaire work programme to relocate these encumbrances.
- o) Status of land acquisition.

D. Quarterly Reports

The IC will prepare a report summarizing all supervision activities at the end of each quarter no later than the 15th of each quarter month. It should have roughly the same format as the monthly report, supplemented by the Third Party Quality Monitoring team's key findings and the IC's responses to them.

The IC's quarterly report needs to contain quarterly cash flow projections in a format acceptable to the Authority (PIU). It should also identify updated budget estimates for all outstanding work.

The Quarterly Report shall also include the matrix of the Concessionaire's deviation report and results on the quality assurance program, showing both the recent performance and overall trends. The IC shall submit a draft format for this report in the inception report.

The IC shall prepare a separate bi-annual Environmental Social Safeguard Monitoring and Supervision Report, which includes changes in the environmental parameters supported by laboratory tests result as set out in the Environmental Management Plan (EMP). The report shall also quantify and assess the efficacy of the environmental impact mitigation measures and recommendation of the best practices.

E. Additional Technical Reports

The IC shall prepare design reviews and other technical reports during the project from time to time. In particular technical reports are necessary for each major design change from the (preliminary engineering design. Approvals prior to the issuance of substantial changes need to be included.

F. Draft Completion Report

The IC will prepare the Draft Completion Report within 3 weeks of the completion of the construction works and issue of completion certificate in terms of provisions of CA clause 14.2. The Draft Completion Report will provide an overview of the project and whether the project has been successful. The Report will include, but not limited to:

- (a) Overall review of the project, including safety and health data during project execution;
- (b) Project time line for completion; physical progress vs. the original program;
- (c) Project costs vs. the original budget;
- (d) Key issues in the design and explanations for variances to the preliminary design;
- (e) Description of additional work, and claims and their disposition;
- (f) The final Quality Deviation Matrix;
- (g) Other information that is requested by the Authority during project implementation;
- (h) The Third party Quality Monitoring team's Final Report as an Annex

5.16 MAINTENANCE MANUAL: Not later than 180 (one hundred and eighty) days prior

to the completion of works, the IC shall require the Concessionaire to submit a repair and maintenance manual (the “Maintenance Manual”) for the regular and preventive maintenance of the Project Highway in conformity with the Maintenance Requirements, Safety Requirements and Good Industry Practice. The Independent Consultant shall aid and advise the Concessionaire in preparing the Maintenance Manual.

- 5.17 DETERMINATION OF COSTS: Upon reference from the Authority, the Independent Consultant shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Article 16 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.

6 Duties and functions during the Operation Period:

- 6.1 REVIEW OF DRAWINGS, DOCUMENTS, REPORTS, ETC.: In respect of drawings, documents and report on compliance with Safety Requirements received by the IC for its review and comments during the operation period, the provisions in Para 4 shall apply mutatis mutandis.
- 6.2 REVIEW OF ANNUAL MAINTAINANCE PROGRAM: The IC shall review the annual Maintenance Programme furnished by the Concessionaire in conformance with the CA and convey its comments to the Concessionaire within 15 (fifteen) days of its receipt with particular reference to its conformity with the Maintenance Requirements, Maintenance Manual and Safety Requirements as well as relevant provisions of the EMP and Green Highway interventions for the Operation Phase, with copies to the Authority. In case of reservations with the initial annual Maintenance Programme, the IC shall subsequently review the Concessionaire’s follow-up response and communicate its final determination regarding the conformance of the annual Maintenance Programme with the CA to the Concessionaire, copied to the Authority.
- 6.3 MONTHLY PROGRES REPORT DURING O&M PERIOD: The IC shall review the monthly progress report on Operation and Maintenance furnished by the Concessionaire and provide its comments to the Concessionaire within 7 (seven) days of its receipt, copied to the Authority. In case of reservations with the initial monthly progress report on Operations and Maintenance, the IC shall subsequently review the Concessionaire’s follow-up response and communicate its final determination regarding the conformance of the progress on Operations and Maintenance with the CA and the Maintenance Manual to the Concessionaire, copied to the Authority.
- 6.4 MONITORING OF MAINTENANCE WORKS: During the Operation Period, the IC shall inspect the Project Highway once every month, preferably following receipt of

the Concessionaire's monthly progress report on Operations and Maintenance. The IC shall provide the Authority and the Concessionaire with its O&M Inspection Report within 7 (seven) days of its monthly inspection. The IC's O&M Inspection Report shall cover an overview of the status, timeliness and quality of the Concessionaire's performance of the Operations and Maintenance requirements in conformance with the CA and the Maintenance Manual. The IC's Inspection Report shall specify the remedial actions that are being taken or have been agreed but not yet taken by the Concessionaire with regard to reported lapses, defects, deficiencies, etc. The IC's Inspection Report may also specify deadlines for remedial actions and additional tests and traffic sampling to be carried out by the Concessionaire for the purpose of assuring that the Project Highway remains in the condition that underlies the Operations and Maintenance obligations of the Concessionaire in the CA. The IC may inspect the project highway more than once in a month, if any lapses, defects or deficiencies require such inspections.

- 6.5 CLOSURE OF LANES: The IC shall examine requests submitted by the Concessionaire for closure of lanes of the carriageway for maintenance and repair purposes, as well as related modifications of the Highway. Within 3 (three) days of receiving such requests, the IC shall determine the reasonableness of the Concessionaire's request, including provisions for minimizing traffic disruptions, ascertain the views of the Authority on closures and disruptions and notify the Concessionaire, copied to the Authority. In case of reservations with the Concessionaire's request, the IC shall subsequently review the Concessionaire's revised request and communicate its final determination regarding the reasonableness of the revised request to the Concessionaire, copied to the Authority.
- 6.6 ANNUITY PAYMENTS: The Concessionaire shall submit requests for Annuity Payments to the IC, in accordance with the applicable requirements of the CA and the IC shall make fair and reasonable assessments of such payment requests, including any bonus or reduction in Annuity based on the monthly progress report on Operations and Maintenance. The IC shall adjust the Concessionaire's invoice, as necessary and forward it with the associated documentation to the Authority for payment. While forwarding the invoice to the Authority, the IC may recommend payment in full or part thereof. The IC's recommendation shall reach the Authority within 15 days prior to the relevant Annuity Payment Date.
- 6.7 REPAIR/RECTIFICATION: In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-K, the Independent Consultant shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

- 6.8 DELAY DAMAGES: The Independent Consultant shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay.
- 6.9 The Independent Consultant shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.4.
- 6.10 The Independent Consultant shall undertake traffic sampling, as and when required by the Authority, under and in accordance with Article 22 and Schedule-O.
- 6.11 The IC shall initiate necessary action to undertake the maintenance obligations of the Concessionaire at risk and cost of the Concessionaire in the event of its failure to carryout O & M, as per the provisions in the CA
- 6.12 The IC shall review the accident record of the highway and suggest remedial measures.
- 6.13 The IC shall submit the monthly progress report on O & M covering the maintenance requirements provided in CA.

7. Duties and Functions related to Divestment Requirements

- 7.1 Not earlier than 90 (ninety) days before Termination of the CA but not later than 15 (fifteen) days before the effective date of such Termination and the initiation of the Concessionaire's Divestment Requirements, the IC shall verify, after giving notice to the Concessionaire of the time, date and venue of such verification, compliance by the Concessionaire with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's costs for this purpose. If the IC determines that the status of the Highway requires repairs and other rectifications, in order to meet the Divestment Requirements, the IC shall assess the amount to be set aside for these repairs and rectifications and communicate its determination forthwith to the Authority and the Concessionaire. The source of funds to cover the amount to be set aside and the method of retention shall be agreed between the Authority and the Concessionaire, based on the IC's determination.
- 7.2 The Independent Consultant shall ensure that all materials, tools, plant, equipment, facilities, etc, which have to be handed over to the Authority upon termination of concession contract. These are properly dismantled, packed, stored and maintained until the official handing over to the Authority as provided in the CA.
- 7.3 The Independent Consultant shall inspect the Project Highway once in every 15 (fifteen) days during a period of 120 (one twenty) days after Termination for

determining the liability of the Concessionaire under Article 39, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Consultant, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

8. Determination of costs and time

8.1 The Independent Consultant shall determine the costs, and/or their reasonableness, that are required to be determined by it under the CA.

9 Duties and functions related to dispute resolution

9.1 In the event of any disagreement between the Concessionaire and the Authority regarding any provision of the CA or issues of Good Industry Practice, the IC shall determine and communicate to them its independent interpretation of such provisions and issues and the parties shall take the IC's interpretation into account in settling their disagreement.

9.2 When called upon by either the Concessionaire or the Authority or both to mediate and assist them in arriving at an amicable settlement of any dispute under the CA, the IC shall make itself available and use its best efforts to accommodate their mediation request and reach an amicable settlement.

9.3 If a dispute arises between the Concessionaire and the Authority in connection with any certificate, determination, instruction, opinion or valuation of the IC, either of them may refer the dispute to the Dispute Review Board, as provided in the CA. In such event, the IC shall cooperate with requests from the Dispute Review Board for additional information and meetings. The party referring the dispute to the Dispute Review Board shall notify the other party and the IC.

10. Miscellaneous

10.1 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Consultant to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Consultant thereon shall be furnished by the Independent Consultant to the Authority forthwith.

10.2 The Independent Consultant shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Consultant, whereupon the Independent Consultant shall send one of the copies to the Authority along with its comments thereon.

- 10.3 The Independent Consultant shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
- 10.4 Upon completion of its assignment hereunder, the Independent Consultant shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in micro film form or in such other medium as may be acceptable to the Authority.
- 10.5 The IC shall assist the Authority and the Concessionaire in utility shifting, land acquisition and rehabilitation & resettlement issues which will affect the progress of works.
- 10.6 The IC shall assist the Authority during the Dispute Board meetings, Arbitration proceedings and any other hearing held by the statutory/legal body.
- 10.7 The IC will ensure effective coordination with the railways supervising staff during the construction of ROB/RUB and advise the Authority regarding the status of ROB/RUB construction.

11. Duration and Location of Services

- 11.1 The services shall be completed in *thirty six (36) months (three months in development period + two years construction period + nine months in O&M period)*, with phasing of mobilization of personnel and other inputs over that period as per the agreed Work Program, which is expected to commence in September 2016 and be completed in August 2019.
- 11.2 The principal location for the execution of these services will be the project corridor and liasoning with the client at Gandhinagar.

Annexure -1

Qualification and Experience Requirements for Key Professionals

Team Leader cum Senior Highway Engineer

This is the senior most position and the expert engaged as the team leader shall be responsible for reviewing the entire Project preparation and implementation activities of the Concessionaire. He shall check all the Designs being prepared by the Concessionaire, ensure execution of works on site as per specification and standards, and continuously interact with the Authority and the Concessionaire. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. He is responsible for day to day supervision of works for implementing the project in accordance of concession agreement and report non compliances to both Concessionaire and Authority. Responsible for certifying the payments and help in resolving the disputes between Concessionaire and Authority. The candidate should have a proven record of supervising, organizing and managing of Project preparation and construction of highway projects of large magnitudes, as defined below, financed by international lending agencies and others. Knowledge of Project management shall be an added advantage.

Qualifications and Experiences:

- Minimum Post Graduate Degree in Highway Engineering or equivalent from a recognized University. Additional weightage will be given who possess a Degree/Diploma Certificate in Project Management.
- Minimum total Professional Experience of 20 years.
- Including at least 5 years of experience in Highway Development in PPP Projects.
- He should have handled the assignments as Team Leader/Deputy Team Leader or similar capacity of at least two construction supervision consultancy works and two Independent Engineer consultancy works of highways of PPP projects involving 150 kms of 2 lane projects or equivalent or Projects costing more than Rs. 4000 million.
- His experience should include international assignments of at least 4 years having handled highway projects of similar or large size and complexity in developed countries and about 6years on similar projects in developing countries, including in Asia.
- Experience in contracts based on planning commission, MCA, & NHAI BOT Annuity contract conditions will be given preference.
- Experience in preparation of DPRs of highway projects will be preferred.
- Knowledge of international 'best practices' in latest conditions of contract, construction, contract management and modern highway construction technology is important.
- Experience in Operation and Maintenance of Major Highway Projects.
- Experience in handling the disputes of contractors will be given additional preference.
- He should also be familiar with implementation aspects of safety, Environmental Management Plans, Social Safeguard plans.
- Experience in external aided projects preferred
- Project experience less than one year in any project will not be considered in determining the experience in number of projects.

Senior Bridge Engineer (including bridge design)

The Senior Bridge Engineer shall be responsible for checking the designs of bridges, Culverts, ROBs, interchanges and any other structure to be constructed in the Project

highway, guiding the field supervision teams in checking of reinforcement/cable laying operations, rectifying any apparent mistakes in respect of them, checking and controlling the proper mix designs, checking the adequacy of proper form- work, laying/compacting of concrete including curing operations. For this purpose, he will work in close coordination with the Senior Quality/Material Expert and the Team Leader to effectively control the quality of execution. He will be responsible for minor modifications in design of bridges/culverts, wherever required during execution. He shall also review the rehabilitation measures to be proposed by the Concessionaire for existing structures based on site condition and structural requirement basis. His expertise shall include computer aided design methods for Civil/Structural Engineering with particular reference to Structural design.

Qualifications and Experiences:

- Minimum Post Graduate Degree in Structural Engineering from a recognized University.
- Minimum Professional Experience of 15 years.
- 8 years out of total 15 years' experience in similar capacity of Senior Bridge Design Engineer/Senior Structural Engineer for design of major highway bridges.
- Experience of designing of 4 major Highway Bridges or fly overs.
- At least 4 years' experience in rehabilitation/repair/ maintenance of bridges.
- Experience in innovative methods of construction of Bridges (Pre-cast Segmental, Cantilever Construction, Cable Stayed Bridge, Suspension bridges etc.), bridge Design methods and standards, bridge Design with use of Computer aided software, technical specifications and statistical Quality Control/Assurance procedures for construction of different component of bridges.
- His experience as Senior Bridge Design Engineer / Senior Structural Engineer on a construction project in developing countries will be an added advantage.
- The Experience in external aided projects preferred

Senior Quality, Material and Pavement Expert

The expert shall be continuously interacting with the Concessionaire, to ensure life cycle cost effectiveness and viable design of pavement as per the standards and Specifications of concession agreement. He is responsible for day to day supervision of works of pavement to ensure implementation of project as per the concession agreement and report non-compliance to TL if any. He shall also be responsible for ensuring complete adherence to quality and maintenance standards during Construction and Operation period. Thus, the position requires a specialist with thorough knowledge and understanding of international 'best practices' in the field of Design, Construction and maintenance of flexible type of pavements, quality control aspects, material investigations, mix designs and thorough knowledge of latest Codal stipulations and specifications.

Qualifications and Experiences:

- Minimum Graduate in Civil Engineering from a recognized University. Post Graduate Degree in Highway Engineering / Transportation Engineering is preferable.
- Total Professional Experience of 15 years in Pavement Design/Pavement Construction/Quality and Material Investigations/Pavement Maintenance of Highways.

- Out of 15 years, experience of 5 years in similar capacity as senior pavement specialist in Construction Supervision consultancy or Independent Engineer for the projects having a minimum 100 lane kms or equivalent in highway projects.
- Experience as Pavement/Material Engineer in Construction Supervision consultancy or Independent Engineer for at least 2 major highway projects.
- Experience in DPR preparation is an added advantage.
- Experience as a Pavement/Quality Specialist in BOT PPP projects and experience in external aided projects is desirable
- The Project experience less than one year in any project will not be considered in determining the experience in number of projects

Senior Highway Design Engineer

The Highway Design Engineer shall be responsible for the review of highway designs and drawings using sophisticated computer software and also construction and O&M works. His expertise shall include computer aided design methods for Civil/Highway Engineering with particular reference to CAD application to the geometric design for similar highway upgrading projects.

Qualifications and Experiences:

- Minimum Post Graduate Degree in Highway Engineering from a recognized University.
- Professional Experience of 15 years in highway works.
- Experience of at least 8 years in Highway Designing works.
- He should have handled as Highway Design Engineer at least 2 Projects of major 4 laning/ 6 laning Highway projects.
- Exposure of Computer Software Programmes for Design of Highways.
- Experience in at least two Highway Projects having a length not less than 50 kms two lane equivalent on PPP Mode.
- Experience in developed countries would be preferred.
- The Experience in external aided projects preferred
- The Experience in those projects served less than one year will not be considered.

Road Safety Specialist

The Road Safety Specialist shall review and approve all the safety measures taken by the Concessionaire during the execution period at site. Conformity to the safety requirement as per Concession Agreement requirements and shall be checked and approved. This shall cover all the temporary structures, Overhead Launching Girders, Cranes, Transverse Gantries, equipment at Pre-casting Yard and at site, Jack Pushing operations of underpasses and level of awareness/training of site staff of concessionaire. He will be also responsible for reviewing all temporary works/ staging along with the structural/ bridge engineer from the safety point of view. The safety Expert will guide the field supervision teams and the concessionaire's site officers in complying with adequate construction safety standards in worksites, plant sites and quarry locations (if quarries are independently operated by the concessionaires) and will undertake hands-on-training programs and conduct mock safety drills as required from time

to time. He will be coordinating and controlling, through the Team Leader's office, all construction safety issues and will be responsible for reporting and following up on construction safety issues/ lapses as appropriate. He shall also look into the various accidents and other insurance converges taken by the Concessionaire. He shall report non compliances to TL immediately for taking immediate contractual remedies.

Qualifications and Experiences:

- Minimum Graduate in Civil Engineering from a recognized University. Post Graduate Degree in Traffic/ Transportation/Safety Engineering is preferred.
- Professional Experience of 15 years. Out of 15 years, minimum 10 years' experience in Road Safety works of Major Highway Projects of similar size and complexity.
- Experience in Road Safety Audit of at least 2 nos. highway/ expressway project of similar complexity of projects having a minimum 100 lane kms or equivalent including 1 nos at design stage.
- International Exposure in the field of Road Safety Management Plan and experience in working with external aided projects is preferred
- Experience in Preparation of Road Safety Management Plan for Highways in PPP mode.
- Experience in working on height/ deep foundations and live traffic situation and imparting safety training to construction managers and workers will be highly desirable.
- The Project experience less than one year in any project will not be considered in determining the experience in number of projects.

Senior Environment Specialist

Develop, organize and deliver environmental training programs and workshops for the staff of the Concessionaire, Site Supervision Engineers and the PIU, R&BD. Review the Concessionaire's Environmental Management Plan (EMP) and Green Highway interventions in accordance with the relevant requirements of the Concession Agreement. Supervise the implementation of the EMP and Green Highway interventions by the Concessionaire. Hold regular meetings with the PIU and PMC to exchange information on the issues emerging while implementing the EMP and Green Highway interventions. Develop good practice construction guidelines to assist the Concessionaire in implementing the EMP and Green Highway interventions. Assist PIU and all concerned for periodic Environmental Monitoring (air, noise, water, etc.) Programs to ensure compliance with the Gujarat State Pollution Control Board requirements and the EMP and Green Highway interventions. Assist PIU to prepare and submit regular environmental monitoring and implementation progress reports. Assist PIU to prepare good practice dissemination notes based on the experience gained from site supervision. He has to take lead in demonstrating green highways initiative on ground.

Qualifications and Experiences:

- Minimum Post Graduate degree in Environmental Engineering/Environmental Planning/ Environmental Sciences from a recognized university.
- Professional Experience of 10 years in Environmental aspects of Highway projects e.g. Environmental Impact Assessment, etc.

- Experience in implementation of EMP in externally aided/PPP based major highway projects is essential.
- He should have about 6 years of work experience related to environmental issues in highway projects.
- He should have adequate experience in implementing EMPs and organizing training to Concessionaire and Authorities staff.
- He should be familiar with requisite procedures involved in obtaining Environmental & Forest clearances for project roads passing through reserve forests, national parks or sanctuaries etc.
- In the capacity of Environmental Engineer he Should have handled at least 2 projects of similar size and complexity
- He should have good knowledge of MOEF/WB/ADB guidelines/requirements for mitigation measures.
- Experience in implementation of Green Highway interventions will be added advantage.
- The Project experience less than one year in any project will not be considered in determining the experience in number of projects.

Senior Social Specialist

He shall be responsible for the implementation of the RAP and HPP that includes mitigating the adverse effects of the project. He shall facilitate the land acquisition process on behalf of R&BD/GoG. In addition, remain responsible for the development of a comprehensive livelihood system to facilitate the PAPs to take advantage of the options available as per the RAP.

His responsibilities will also include- providing full information to the PAPs on the R&R policy, provisions and approach to land acquisition and R&R, time frame for implementation, roles and responsibilities of implementing agency and grievance redress mechanism. Apart from this the Senior Social Specialist shall be assisting other Social and R&R aspects need to be attended during the assignment.

Qualifications and Experiences:

- The candidate should have Post-graduate qualification in Social Sciences (sociology / social work / planning / public administration and management)
- At least 12 years total professional experience in working as social/ resettlement expert for highway projects.
- The knowledge of World Bank's prevailing guidelines and/or policies related to R&R is essential. Experience in legal analysis of land records is desirable.
- Experience in qualitative & quantitative analysis of data, participatory consultation is essential.
- He should have thorough knowledge of prevailing land acquisition Act, states jantri values as well as current draft land Acquisition and Resettlement Act as well as state's R&R policy.
- He should have thorough knowledge of complete procedure of private and Government land acquisition up to the award stage.

- The candidate shall have experience in preparation/implementation of HIV/AIDS prevention plan.
- He must have completed at least one major highway assignment as Social Expert in externally aided project.

Contract Management Specialist

His key responsibilities will be to guide and assist Team Leader/ client in all aspects of contract management in proper implementation of conditions of contract provisions including controlling the project cost. He will also advise on contractual issues arising during the implementation as per the request of the client. He will be responsible for giving appropriate suggestions in handling claims of the concessionaires and any disputes arising thereof.

Qualifications and Experiences:

- Graduate Degree in Civil Engineering. Post-Graduate degree or specialization in Procurement/Contract Management/project management preferred.
- Professional experience of atleast 15 years.
- His experience of handling World Bank/ADB/NHAI funded projects will be an added qualification.
- As a Contract Management specialist he should have handled management of a large highway contract on PPP basis, including experience of handling change of scope to contracts, claims of contractors and their appropriate disposal.
- He should have about 5 years' experience in handing contract management and claims processing in projects of similar nature including about 3 years on projects of a comparable nature in developing countries preferably in external aided projects.
- He should have handled at least two projects of similar size and complex as contract management specialist.
- Experience in Contract Management, contract administration, dispute resolution/arbitration.
- He should have also handled arbitration cases in respect of PPP highway projects.
- Experience in implementation and monitoring of Contract Management Plan.
- International experience in similar role is preferable.
- The Project experience less than one year in any project will not be considered in determining the experience in number of projects.

Non-key Professionals

The set of adequately grouped non-key professionals are required for support to key professionals all through the project period of 36 months. Team shall constitute from Quantity Survey Engineer, Topographic surveyor, Traffic and Transportation Engineers, Highway Engineers, Quality Assurance Engineers, Environment, Social, Safety support professionals and other disciplines as required for the assignment. These professionals must have minimum graduate qualification with 8 years of similar work experience.

Annexure -2 Key Personnel Requirements

The Consultant shall provide a team of suitably qualified and experienced ‘key personnel’ to undertake the assignment, and shall also provide an appropriate complement of support staff. The expected ‘key personnel’ are shown in the Table below with estimate of the likely person-months’ input in each case. Overall, it is anticipated that **approximately 151 person-months of ‘key personnel’ inputs are required over the 36 months’ period** of the assignment. However, these estimates of ‘key personnel’ inputs are only indicative and interested consultants shall make their own estimations in this regard in their proposals.

Key Personnel	Person-months Input
Team Leader cum Senior Highway Engineer	36
Senior Bridge Engineer (including bridge design)	18
Senior Quality, Material and Pavement Expert	25
Senior Highway Design Engineer	16
Road Safety Specialist	16
Senior Environment Specialist	12
Senior Social Specialist	12
Contract Management Specialist	16
Estimated Total Person-months Input	151

PART - 2

Section 8 - Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

CONSULTANT'S SERVICES

Time-Based

**Consultancy Services for Independent Consultant for Mehsana-
Himatnagar four laning on DBFOMT Annuity Contract under GSHP-II**

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

CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name: Consultancy Services for Independent Consultant for Mehsana-Himatnagar four laning on DBFOMT Annuity Contract under GSHP-II

Second Gujarat State Highway Project (GSHP-II)

Loan No: _____

Contract No: _____

between

Government of Gujarat

and

[Name of the Consultant]

Dated: _____

I. FORM OF CONTRACT (TIME-BASED)

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

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

In case of JV, on the one hand, The Government of India on behalf of Government of Gujarat ... (hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]

WHEREAS

- a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) the Client has applied for a loan from the International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA) toward the cost of Second Gujarat State Highway Project and intends to apply a portion of the proceeds of this loan 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 agreement, including prohibitions of 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 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 agreement or have any claim to the loan 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: Remuneration Cost Estimates
 - Appendix D: Reimbursable Cost Estimates
 - Appendix E: 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 and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

For and on behalf of Government of Gujarat

Superintending Engineer,
Project Implementation Unit _____

[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	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>a) “Applicable Guidelines” means the Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 (“Consultants’ Guidelines”).</p> <p>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.</p> <p>c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.</p> <p>e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.</p> <p>f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</p> <p>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).</p> <p>h) “Day” means a working day unless indicated otherwise.</p> <p>i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-</p>
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	<p>consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.</p> <p>k) “Foreign Currency” means any currency other than the currency of the Client’s country.</p> <p>l) “GCC” means these General Conditions of Contract.</p> <p>m) “Government” means the government of the Client’s country.</p> <p>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.</p> <p>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> <p>p) “Local Currency” means the currency of the Client’s country.</p> <p>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.</p> <p>r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>t) ”Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>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.</p> <p>v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
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	The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency,

	and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.
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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) Définition	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,

	<p>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.</p> <p>17.2. Force Majeure shall not include</p> <ol style="list-style-type: none"> 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. <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
b) No Breach of Contract	<p>17.4. The failure of a Party to fulfil 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.</p>
c) Measures to be Taken	<p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p>

	<p>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</p> <p>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.</p> <p>17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.</p>
18. Suspension	<p>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</p> <p>i. shall specify the nature of the failure, and</p> <p>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.</p>
19. Termination	<p>19.1. This Contract may be terminated by either Party as per provisions set up below:</p>
a) By the Client	<p>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):</p> <p>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;</p> <p>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</p>

	<p>debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;</p> <p>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;</p> <p>e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</p> <p>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.</p>
b) By the Consultant	<p>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.</p> <p>a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>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.</p> <p>c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.</p> <p>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</p>

	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: <ul style="list-style-type: none"> a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42; b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General	
a) Standard Performance of	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

	<p>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.</p> <p>20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>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.\</p>
a) Law Applicable to Services	<p>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.</p> <p>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</p> <p>a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or</p> <p>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.</p> <p>20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
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 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant

	<p>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.</p> <p>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.</p>
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 as determined under the Applicable Law.

24. Insurance to be Taken out by the Consultant	24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs. 25.2. 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

	<p>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.</p>
28. Equipment, Vehicles and Materials	<p>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.</p> <p>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.</p>

D. Consultant's Experts and Sub-Consultants

29. Description of Key Experts	<p>29.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.</p> <p>29.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.</p> <p>29.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.</p>
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30. Replacement of Key Experts	<p>30.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>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.</p>
31. Approval of Additional Key Experts	31.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
32. Removal of Experts or Sub-consultants	<p>32.1. If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of 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.</p> <p>32.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>32.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p>
33. Replacement/ Removal of Experts – Impact on Payments	33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
34. Working Hours, Overtime, Leave, etc.	34.1. Working hours and holidays for Experts are set forth in Appendix B . To account for travel time to/from the Client's

	<p>country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in Appendix B.</p> <p>34.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.</p> <p>34.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.</p>
35. Assistance and Exemptions	<p>35.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> 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

	<p>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.</p> <p>g) Provide to the Consultant any such other assistance as may be specified in the SCC.</p>
36. Access to Project Site	36.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
37. Change in the Applicable Law Related to Taxes and Duties	37.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1
38. Services, Facilities and Property of the Client	<p>38.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.</p> <p>38.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.</p>
39. Counterpart Personnel	39.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A . If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A , the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

	39.2. 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.
40. Payment Obligation	40.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments To The Consultant

41. Ceiling Amount	<p>41.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).</p> <p>41.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.</p> <p>41.3. For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.</p>
42. Remuneration and Reimbursable Expenses	<p>42.1. The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.</p> <p>42.2. All payments shall be at the rates set forth in Appendix C and Appendix D.</p> <p>42.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.</p> <p>42.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and</p>

	<p>(iv) any other items as specified in the SCC.</p> <p>42.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.</p>
43. Taxes and Duties	<p>43.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.</p> <p>43.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.</p>
44. Currency of Payment	<p>44.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.</p>
45. Mode of Billing and Payment	<p>45.1. Billings and payments in respect of the Services shall be made as follows:</p> <p>a) <u>Advance payment</u>. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.</p> <p>b) <u>The Itemized Invoices</u>. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.</p> <p>c) The Client shall pay the Consultant's invoices within</p>

	<p>sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.</p> <p>d) <u>The Final Payment</u> .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.</p> <p>e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> <p>f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.</p>
46. Interest on Delayed Payments	46.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC .

G. Fairness and Good Faith

47. Good Faith	47.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.
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H. Settlement of Disputes

48. Amicable Settlement	<p>48.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>48.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.</p>
49. Dispute Resolution	49.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

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 party⁸;
 - 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 obligation⁹;
 - 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 party¹⁰;
 - 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 party¹¹;

⁸ 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.

⁹ 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.

¹⁰ 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.

¹¹ 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 mis procurement 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 procedures¹², 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 nominated¹³ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

¹² 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.

¹³ 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 Clause	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: English
6.1 and 6.2	<p>The addresses are: 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>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	The Lead Member on behalf of the JV is _____ [insert name of the member]
9.1	<p>The Authorized Representatives are: 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.</p> <p>For the Consultant:</p>
11.1	The effectiveness conditions are the following: Approval of the Contract by the Bank,
12.1	Termination of Contract for Failure to Become Effective: The time period shall be: Ninety Days.
13.1	Commencement of Services: The number of days shall be: 30 (thirty) .
14.1	Expiration of Contract: The time period shall be: 36 Months .
21 b.	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: Yes

23.1	<p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">i. for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">ii. for any direct loss or damage that exceeds one time the total value of the Contract;</p> <p>b) This limitation of liability shall not</p> <p style="padding-left: 40px;">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 style="padding-left: 40px;">ii. be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”.</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> 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>
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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 three times of contract price b) <i>Third party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel 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 lacs (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.
26.1	<p>Add the following paragraph at the end of the clause :</p> <p><i>Consultant is responsible for reporting directly to the employer only. PMC will suggest measures to improve the performance of other consultants. PMC shall not instruct other consultants directly on this aspect.</i></p>
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.
clause 33	<p>Add the following paragraph at the end of the clause :</p> <p><i>In such case as the Consultant makes more than three changes of key staff, as given in Section 7 para 12, over the duration of this Services., the Client shall not pay the amount specified in Form FIN-3 after the 3rd replacement.</i></p>

	<p><i>The Client shall withhold 1% of the payment for the remuneration of foreign and local staff requested in each monthly statement provided by the consultant. The Client shall, along with the final payment, pay to the Consultant the aggregate amount so withheld provided that the number of changes of key staff is less than four(4).</i></p> <p><i>The client shall also deduct 1 % of the average monthly payment for the remuneration of foreign and local staff requested in each monthly statement provided by the consultants, for the each replacement exceeding three (3) replacement, in increment of 1 % for each replacement that is for 4th replacement it will be 1 %, for 5th replacement it will be 2 % and so on, up to total assignment period and limited to 5 % of contract value. For more clarification refer Annexure-II.</i></p>
35.1 (a) through (g)	35.1(a),(b),(c),(e),(f)and (g) are deleted. The client will provided details specified in Appendix-D to the consultant at no cost.
41.2	<p>The ceiling in foreign currencies is: inclusive of local indirect taxes, except service tax.</p> <p>The ceiling in local currency is: inclusive of local indirect taxes, except service tax.</p> <p>“Any Service tax 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>
42.3	<p>(Payments for remuneration made in accordance with Clause GC 6.2)</p> <p>a. in foreign currency shall be adjusted as follows: (a) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix C shall be adjusted every 12 month (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:</p> $\left\{ R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right] \right\}$ <p>Where R_f is the adjusted remuneration, R_{fo} is the remuneration payable on the basis of the rates set forth in Appendix C for remuneration payable in foreign currency, I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect, and I_{fo} is the official index for</p>

	<p>salaries in the country of the foreign currency for the month of date of the Contract (the index for “wages” published by International Monetary Fund in its monthly “International Financial Statistics” for the country could be considered for adoption).</p> <p>b) Remuneration paid in local currency pursuant to the rates set forth in Appendix C shall be adjusted every 12 month (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:</p> $\left\{ R1 = R10 \times \left[0.1 + 0.9 \frac{I1}{I10} \right] \right\}$ <p>Where Rf is the adjusted remuneration, Rlo is the remuneration payable on the basis of the rates set forth in Appendix C for remuneration payable in local currency, I1 is the official index for salaries in India (Consumer Price Index Industrial Workers published by Labour Bureau, Government of India) for the first month for which the adjustment is to have effect and, I10 is the official index for salaries in India as indicated above for the month of the date of the Contract. }</p>
43.1 and 43.2	<p>The Consultant may be subjected to local taxes (such as: value added or sales tax, social charges or income taxes on Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Consultant shall take advice from his tax consultant and shall suitably provide for his tax liability in his quote for this assignment. At source deductions, however, shall be made as applicable.</p> <p>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.</p>
44.1	The currencies of payment shall be in the currency as quoted by the firm
45.1(a)	<p><i>The amount of advance payment is 5% of the contract price. The advance payment shall be paid in currencies as quoted. This advance shall be paid after notice to proceed and against the production of unconditional Bank Guarantee in the format given in Appendix-E. Validity of Bank Guarantee shall be 6 months.</i></p> <p><i>The amount of advance payment shall be adjusted against the monthly payments due to the consultant and the bank guarantee will be released on full adjustment of advance payment.</i></p>
45.1(e)	<p>The accounts are: for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>

46.1	The interest rate is: <i>9% per annum for Payment in INR.</i> <i>The interest rate is: LIBOR+1.5 % per annum for Payment in foreign currency</i>
49.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. Selection of Arbitrators. 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>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 there from, 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>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. c) 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 Road Congress</i> d) 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>The chairman of executive committee of Indian Road Congress</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. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance

	<p>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.</p> <p>3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p style="margin-left: 40px;">a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p style="margin-left: 40px;">b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p style="margin-left: 40px;">c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p style="margin-left: 40px;">d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p> <p>5. Miscellaneous. In any arbitration proceeding hereunder:</p> <p style="margin-left: 40px;">a) proceedings shall, unless otherwise agreed by the Parties, be held in</p> <p style="margin-left: 40px;">b) the English language shall be the official language for all purposes; and</p> <p style="margin-left: 40px;">c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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APPENDICES

Appendix A - Terms Of Reference

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

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

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

Appendix B - Key Experts

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

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

Appendix C - Remuneration Cost Estimates

1. Monthly rates for the Experts:

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

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

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

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

Appendix D - Details To Be Provided By The Client:

The client will provide relevant details to the selected consultant at no cost

1. Detailed project reports including various volumes like Data, Cost estimates of upgradation and rehabilitation works along with Design, Drainage design report, Safety audit report, Technical specification , Rate analysis, BOQ specification, Materials Reports, Drawings, EMAP,RAP, TDP, HIV AIDS prevention plan etc.,
2. ICB and NCB documents
3. Copies of Project clearances

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 45.1 (a) and SCC 45.1(a)]

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") has 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 words¹⁴] 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____¹⁵. Whichever is earlier? Consequently, any demand for payment under this

¹⁴ 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.

¹⁵ Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in

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.

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

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])**

Expert		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	Proposed Fixed Rate per Working Month / Day / Hour	Proposed Fixed Rate per Working Month / Day / Hour
Home Office									
Client's Country									

¹ Expressed as percentage of 1

² Expressed as percentage of 4

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

Signature _____

Date _____

Name and Title _____

Annexure- II
Illustration of Deduction on Replacement of Foreign / Local staff

(Rs. In Lacs)

	Particular	Amount	Deduction	Remarks
	Total contract value	120 Lac		
	remuneration of foreign and local staff	72 Lac		
	Total assignment period	36 Month		
	Deduction			
	Average remuneration of foreign and local staff / month	2 Lac		
A	Deduction of 1 % of average remuneration of foreign and local staff on every month on 4th replacement at 9th month	0.02 Lac		4th replacement
	Total deduction due to 4th replacement (up to 36 month) (0.02*28)		0.56 Lac	
B	Deduction of 2 % of average remuneration of foreign and local staff on every month on 5th replacement at 13th Month	0.04 Lac		5th replacement
	Total deduction due to 5th replacement (up to 36 month) (0.04*24)		0.96 Lac	
C	Deduction of 3 % of average remuneration of foreign and local staff on every month on 6th replacement at 15th month	0.06 Lac		6th replacement
	Total deduction due to 5th replacement (up to 36 month) (0.06*22)		1.32 Lac	
D	Deduction of 4 % of average remuneration of foreign and local staff on every month on 7th replacement at 18th month	0.08 Lac		7th replacement
	Total deduction due to 6th replacement (up to 36 month) (0.08*18)		1.44 Lac	
	Total deduction		4.28 Lac	

Note:-

1. *Such type of deduction shall be made up to 3rd replacement such deducted amount will be withheld up to final bill, if total number of replacement does not exceed 3*
2. *Such type of deduction shall be made for each replacement from 4th replacement up to maximum 5% of contract value (INR) i.e up to 6 Lac*