Application for Consultancy Services for Independent Audit of RAP Implementation for Second Gujarat State Highway Project

21<sup>st</sup> January 2017

The Superintending Engineer, Project Implementation Unit, GSHP-II Roads and Buildings Department, Ground Floor, Nirman Bhavan, Sector-10/A Gandhinagar-382010 Gujarat

#### CONSULTANCY SERVICES FOR INDEPENDENT AUDIT OF RAP IMPLEMENTATION FOR SECOND GUJARAT STATE HIGHWAY PROJECT

1. The Government of India on behalf of Government of Gujarat (hereinafter called "Borrower") has received financing from the International Bank for Reconstruction and Development (IBRD) (hereinafter called "WB") in the form of a ("loan") (hereinafter called "loan") towards the cost of Second Gujarat State Highway Project (GSHP-II). The Borrower intends to apply part of the proceeds for consulting services.

#### Background

- 2. The Government of Gujarat (GoG), through the Roads and Buildings Department (R&BD), has taken up the second Gujarat State Highway Project (GSHP-II), covering up- gradation, maintenance and improvement of identified core road network in the state. The GoG has proposed to take up this project with financial assistance from the World Bank. The improvements of 630 km in the project includes: (i) up-gradation corridors for a length of 350 km, involving the strengthening and upgrading of single/intermediate lane roads to standard 2-lane / 2-lane-with-paved-shoulders / 4-lanes, and (ii) major maintenance, of the remaining 280 km. In line with the prioritization exercise, R&BD has selected seventeen sections / corridors, aggregating to about 630 km in length.
- 3. Keeping in view the adverse impact the project will have on the people due to the implementation of the project, the Project Implementing Unit (PIU) of R&BD will appropriately resettle and rehabilitate the project affected persons (PAPs) and project affected families (PAFs) in accordance with the Resettlement Action Plan (RAP), Indigenous People's (Tribal) Development Plan (IPDP) and HIV / AIDS Prevention Plan (HPP), prepared confirming the world bank (the IBRD)'s operation policies and operational directives and proposed for the purpose. For the implementation of the RAP, the task and activities shall be carried out by the project implementation unit and respective state road project division offices; with necessary assistance from the supervision consultant (CSC); the Independent Engineer and the Project Management Consultant (PMC).
- 4. To monitor the above mentioned tasks, implementation of the RAP in particular, the PIU seeks to appoint an Independent Auditor (herein after called as "IA") having experience in carrying out such activities. The independent auditor (IA) shall associate with the PIU to monitor and audit the implementation of RAP, IPDP and HPP as part of GSHP II (The detailed TOR at this stage is available at www.gshp2.gov.in):

#### The consulting services ("Services") include:

- 5. The objective of the assignment is to provide the timely information and monitor the RAP implementation activities of the project to enable the management to take corrective measures, wherever necessary; in order to meet the World Bank's requirements.
- 6. The Superintending Engineer, Project Implementation Unit, GSHP-II, On behalf Governor Of Gujarat, now invites eligible **Individual Consultants** to submit their proposal to provide "Consultancy Services for Independent Audit of RAP Implementation for Second Gujarat State Highway Project" (herein after called "Service"). Individual Consultants interested in providing the Service should provide information demonstrating that he has the required qualifications and relevant experience to perform the Services.
- 7. Proposal should be submitted in sealed cover and delivered at the Office of The Superintending Engineer, Project Implementation Unit (Gandhinagar) on or before 06<sup>th</sup> February 2017 by 12:00 hours (IST). It shall be clearly marked- Proposal for "Consultancy Services for Independent Audit of RAP Implementation for Second Gujarat State Highway Project".
- The submission shall only be made to following address: Office of the Superintending Engineer, Project Implementation Unit, GSHP-II Roads and Buildings Department, Ground Floor, Nirman Bhavan, Sector-10/A Gandhinagar-382010 Gujarat.

9. **R&BD** invites eligible Individual Consultants to indicate their interest in providing the services in conformity to this document.

The Particulars of Proposal are:

i)	Last date for submission of Proposal	06/02/2017 up to 12:00 hours (IST)
ii)	Opening of Technical Proposal	06/02/2017 at 12:30 hours (IST) at: Office of the Superintending Engineer, Project Implementation Unit, GSHP-II Roads and Buildings Department, Ground Floor, Nirman Bhavan, Sector-10/A Gandhinagar-382010 Gujarat. Tel.: + 91 07923252986 Fax: + 91 07923251915 In the presence of Individual Consultants who wish to remain present.

- 10. An individual Debarred by the World Bank in accordance with the anticorruption guidelines shall be ineligible for this Assignment in any form or way. A list of debarred firms and individuals is available at the Banks external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
- 11. Interested Individual Consultant may obtain further information at following address:

Office of the Superintending Engineer, Project Implementation Unit, GSHP-II Roads and Buildings Department, Ground Floor, Nirman Bhavan, Sector-10/A Gandhinagar-382010 Gujarat. Tel.: + 91 07923252986, +91-9825562693 Fax: + 91 07923251915 E-mail: se-piu-rnb@gujarat.gov.in ; sepiu.dksolanki@gmail.com

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

LOAN NO.: IBRD IN-8313	OFFICE OF THE SUPERINTENDING ENGINEER
<b>REFERENCE NO. 1 OF 2017</b>	PROJECT IMPLEMENTATION UNIT, GSHP-II,
	ROADS AND BUILDINGS DEPARTMENT
	GROUND FLOOR, NIRMAN BHAVAN,
	SECTOR-10/A,
	GANDHINAGAR-382010 GUJARAT

#### DATE: 21/01/2017

#### SECTION-I: REQUEST FOR SUBMISSION PROPOSAL

#### To:

Dear Mr./Ms.:

- The Government of India on behalf of Government of Gujarat (hereinafter called "Borrower") has received financing from the International Bank for Reconstruction and Development (IBRD) (hereinafter called "WB") in the form of a ("loan") (hereinafter called "loan") towards 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 is issued.
- 2. The Superintending Engineer, on behalf Governor of Gujarat, Project Implementation Unit, Gujarat State Highway Project -II, invites proposal to provide the Service from the eligible **Individual Consultants**. More details of the Service in the form of TOR will be available on website <u>www.gshp2.gov.in</u>
- 3. Short listing of eligible Individual Consultants will be as per criteria described in this document.
- This document includes the following sections-Section I - Request for submission of Proposal Section II - Instructions for submission of Proposal

Section III – Eligibility and short listing Criteria Section IV- Fraud and Corruption

Section V- Terms of Reference

Form Tech 1 to 3

Form Fin 1 to 4

Undertaking

Sample Contract for Consulting Services

5. Details of the proposal submission date, time and address is as mentioned in this Documents.

Yours Sincerely,

Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector-10/A, Gandhinagar-382010 Gujarat. Tel.: + 91 07923252986 Fax: + 91 07923251915 E-mail: se-piu-rnb@gujarat.gov.in sepiu.dksolanki@gmail.com

#### **SECTION-II**

#### INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

- 1. Consultant shall read thoroughly this document before preparing the proposal.
- 2. Only Individual Expert should submit the proposal. Any proposal received from Firms shall be out rightly rejected.
- 3. Consultant who the meet short listing criteria given in section III shall prepare proposal as per the guidelines given in section II. If the Consultant feels to submit certain information not covered in the guidelines would be in his interest, he may submit such information. But required details as per proposal document must be submitted in stipulated formats only.
- 4. Duly complete in all respects proposal application must be submitted together with a Letter of Intent not later than 12.00 hours (IST) on 06/02/2017. Documents in support of all qualification information shall be submitted with application as required. Application of proposal with qualification information shall be furnished on/before the due date of submission at the address shown under para 13 of this section. The Letter of Intent must contain Full Name, Communication Address, Permanent Address, Contact Number and E-Mail ID of the Applicant.
- 5. The Application shall be the basis of appointment of successful bidder as per criteria provided in this document.
- 6. All Applications shall be submitted in English language only.
- 7. The Consultant shall submit only one Proposal, if a Consultant, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
- 8. The Application and all related correspondence and documents should be written in the English language only. Supporting documents and printed literature furnished by Applicant with the Application may be in any other language provided that they are accompanied with translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.
- 9. R&BD reserves the right to reject any Applications, without assigning any reasons thereof, at any stage.
- 10. The Applicant shall provide all the information sought under this Document. R&BD would evaluate only those Applications that are received in the required format and complete in all respects. Incomplete and / or conditional Applications shall be liable to rejection.
- 11. The documents along with detailed TOR are available on website <u>www.gshp2.gov.in.</u> The interested bidder shall download the same from the above mentioned website and shall submit their proposal following the prescribed Formats only.
- 12. No claims whatsoever will be entertained if submission is not received by due date and time.
- 13. The submission must be addressed to the following: Office of the Superintending Engineer, Project Implementation Unit, GSHP-II Roads and Buildings Department, Ground Floor, Nirman Bhavan, Sector-10/A Gandhinagar-382010 Gujarat.
- 14. The Proposal must be submitted no later than: Date: 06/02/2017 Time: 12:00 hours (IST)
- 15. The opening of Technical Proposal-

Procedure of opening shall be:

Technical Proposals will be opened by SE PIU on stipulated date and time in the presence of member of opening committee and consultant who have submitted the proposal may choose to remain present. The opening shall take place at:

Office of the Superintending Engineer, Project Implementation Unit, GSHP-II Roads and Buildings Department, Ground Floor, Nirman Bhavan, Sector-10/A Gandhinagar-382010 Gujarat.

Date: 06/02/2017

Time: 12:30 hours (IST)

- 16. The Applicant (Individual Consultant) shall himself sign the original submission letters in the required format for proposal submission and shall initial all pages.
- 17. The signed Proposal shall be marked "ORIGINAL", and its one copy marked "COPY" (in case of Technical Proposal only) as appropriate. Copy shall be made from the signed original. If there are discrepancies between the original and the copy, the original shall prevail.
- 18. The original and the copy of the proposal submission shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", to provide "Consultancy Services for Independent Audit of RAP Implementation for Second Gujarat State Highway Project", reference number, name and address of the Consultant, and with a warning "Do NOT OPEN UNTIL 06/02/2017, 12:30 HOURS(IST)."
- 19. Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL.
- 20. The sealed envelopes containing the original and copy of Technical Proposal; and Original Financial Proposal shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, -reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE DATE 06/02/2017 HOURS 12:30 (IST)".
- 21. 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.

#### SECTION – III SHORT LISTING CRITERIA, EVALUATION OF BIDS AND AWARD

- **1.** Experience
- a. At least two Completed assignments for- monitoring and/or implementation of Resettlement Action Plan (RAP)/Indigenous People's (Tribal) Development Plan (IPDP) and preferably HIV / AIDS Prevention Plan (HPP) in developing countries for road sector in last ten years.
- b. The bidders who fail to meet the above mentioned criteria shall not be considered for further evaluation.
- Proposals shall be evaluated based on relevant information furnished in Form Tech-1 (CV in response to Qualification for Individual Expert as mentioned in the Terms of Reference) and Form Tech-2 (Approach, methodology, and work plan in response to Scope mentioned in the Terms of Reference).
- 3. Evaluation shall be carried out as follows-

S. No.	Criteria	Marks Allotted
1	CV	70
2	Approach, methodology, and work plan	30
	Total	100

- 4. Minimum Qualifying Marks: 75
- **5.** Bidders who obtain minimum qualifying marks shall be shortlisted.
- 6. Financial proposals of only shortlisted bidders shall be opened.
- **7.** The shortlisted bidder with lowest financial quote shall be the successful bidder. The successful bidder shall be invited for Contract Negotiation.
- 8. 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 or the relevance of the initial evaluation be affected.
- **9.** 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.
- **10.** The negotiations are concluded with a review of the finalized Contract, which then shall be initialed by the Client and the Consultant. In case, negotiation fails, client shall invite shortlisted bidder with second lowest financial quote to match with lowest quote and so on.
- **11.** After completing the negotiations the Contract shall be signed and publish the award information on GSHP-II website.
- **12.** The Consultant is expected to commence the assignment within 15 days of signing of Contract Agreement.

## FORM TECH -1 CURRICULUM VITAE (CV)

Position Title	RAP Implementation Auditor-cum-Coordinator
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: Tel/e- mail; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

Detailed Tasks Assigned:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Expert will be involved)	Name of Assignment, Client Name, Funding Agency, Period, Duration of total Input (in months), Location of Assignment, Key Features of Assignment, Position held, Activities Performed

#### Adequacy for the Assignment:

#### **Experts contact information:**

(e-mail .....)

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 World Bank.

Name of Expert

Signature

Date {*day /month/year*}

# FORM TECH-2

#### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE (Not more than 3-4 pages)

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

Suggested structure of your Technical Proposal

- a. Technical Approach and Methodology
- b. Work Plan

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.}

#### FORM TECH-3 WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

# FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Superintending Engineer, Project Implementation Unit, GSHP-II Roads and Buildings Department, Ground Floor, Nirman Bhavan, Sector-10/A Gandhinagar-382010 Gujarat.

Dear Sir,

I, the undersigned, offer to provide "Consultancy Services for Independent Audit of RAP Implementation for Second Gujarat State Highway Project" in Gujarat in accordance with your Request for Proposal dated \_\_\_\_\_\_ and our Technical Proposal.

The 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*. 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}.

This Financial Proposal shall be binding upon me subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. up to 120 days after the proposal submission date.

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

Yours sincerely,	
Authorized Signature [In full and initials]	:
Name and Title of Signatory	:
In the capacity of	:
Address	:

# FORM FIN-2 SUMMARY OF COSTS

		С	ost	
	Delet	e columns which	h are not applie	cable
Item	{Insert Foreign Currency# 1}	{Insert Foreign Currency# 2, if used}	{Insert Foreign Currency# 3, if used}	{Insert Local Currency, if used and/or}
Cost of the Financial Proposal including:				
1) Remuneration				
2) Reimbursable				
<b>Total Cost of the Financial</b> <b>Proposal:</b> {Should match the amount in Form FIN-1}				
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

#### 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.

No.	Name	Position	Person- Month Remuneration Rate	Time Input in Person/Month	{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]	_				

#### 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}							
Tota	l 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.

#### UNDERTAKING

{This undertaking shall be included in Technical as well as Financial Proposal}

I certify that the information in the proposal submitted is true to the best of my knowledge. I also understand that any misleading or wrong information will disqualified this application straightaway.

Signature of the Applicant (With Full Name, Date and Place)

# Section- IV Fraud and Corruption

#### (This Section 4, Fraud and Corruption <u>shall not</u> be modified)

#### 1. Purpose

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

#### 2. Requirements

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

#### 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the

procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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

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

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

# Section V TERMS OF REFERENCE Consultancy Services for Independent Audit of RAP Implementation

#### I. BACKGROUND OF THE PROJECT

The Government of Gujarat (GoG), through the Roads and Buildings Department (R&BD), has taken up the second Gujarat State Highway Project (GSHP-II), covering up- gradation, maintenance and improvement of identified core road network in the state. The GoG has proposed to take up this project with financial assistance from the World Bank. The improvements of 630 km in the project includes: (i) up-gradation corridors for a length of 350 km, involving the strengthening and upgrading of single/intermediate lane roads to standard 2-lane / 2-lane-with-paved-shoulders / 4-lanes, and (ii) major maintenance, of the remaining 280 km. In line with the prioritization exercise, R&BD has selected seventeen sections / corridors, aggregating to about 630 km in length.

Keeping in view the adverse impact the project will have on the people due to the implementation of the project, the Project Implementing Unit (PIU) of R&BD will appropriately resettle and rehabilitate the project affected persons (PAPs) and project affected families (PAFs) in accordance with the Resettlement Action Plan (RAP), Indigenous People's (Tribal) Development Plan (IPDP) and HIV / AIDS Prevention Plan (HPP), prepared confirming the world bank (the IBRD)'s operation policies and operational directives and proposed for the purpose. For the implementation of the RAP, the task and activities shall be carried out by the project implementation unit and respective state road project division offices (Refer Annexure I); with necessary assistance from the supervision consultant (CSC); the Independent Engineer (Yet to Deploy) and the Project -Management Consultant (PMC).

To monitor the above mentioned tasks, implementation of the RAP in particular, the PIU seeks to appoint an individual consultant as Independent Auditor (*herein after called* as "IA") having experience in carrying out such activities. The independent auditor (IA) shall associate with the PIU to monitor and audit the implementation of RAP, IPDP and HPP as part of GSHP II.

#### **Objectives:**

The objective of the assignment is to provide the timely information and monitor the RAP implementation activities of the project to enable the management to take corrective measures, wherever necessary; in order to meet the World Bank's requirements.

#### II. KEY TASKS

#### Monitor the RAP implementation Activities:

Key task is to monitor the various implementation procedures of RAP/IPDP/HPP including the compensation and assistance meant for PAPs/ PAFs as per the R&R policy, provisions, and approach to land acquisition and R&R, time frame for implementation, roles and responsibilities of implementing team.

#### Grievance Redressal:

IA shall make sure that all the affected PAPs (and PAFs) gets aware of the grievance mechanism set out in the RAP, and whether they are given required assistance, shall put efforts to resolve the grievances. IA may also help the PAPs to file a grievance application, if any.

The IA shall monitor the all records with respect to the grievances reported to the RAP implementing agency (s) and check whether the implementing agency (s) have brought the same to the notice of the Grievance Redress Committees (GRC) within 7 (seven) days of receipt of the grievance from the PAPs. IA shall also check whether the implementing agency (s) submitted a draft resolution with respect to the particular grievance of the PAPs, suggesting solutions to concern officer of R&BD who in turn shall present them in the GRC meeting.

The IA shall assist R&BD and PAP in the overall GRC process.

#### Consultation

The IA shall monitor whether the PAPs and PAFs are being educated on their rights, entitlements and obligations under the RAP, information to the PAPs and PAFs on the possible consequences of the project on the communities' livelihood systems and the options available being disseminated in a way that they do not remain ignorant.

The PAPs and PAHs being explained the need for land acquisition, the provisions of the policy and the entitlements under the RAP including communication to the roadside squatters and encroachers about the need for their eviction, the timeframe for their removal and their entitlements as per the RAP and IPDP.

#### Land Acquisition

The IA shall monitor the estimations with respect to compensation for affected land and check whether the same is in line with the agreed RAP or Resettlement Policy Framework agreed for the project. Apart from documenting the land valuation measures followed in the project, the IA shall also verify the dates of disbursement. The dates of disbursement of compensation and R&R assistance are being carried out prior to the initiation of civil construction works. The IA shall carry out interactive discussion s with the PAPs to understand the views and opinion of PAPs with respect to various processes of land valuation, disbursement, issue of cheques, opening up of bank accounts, issuance of ID cards, etc., and other follow-ups by the implementing agency (s).

#### Micro Plans

IA shall review the Micro Plans for each PAP and community assets (which are prepared by Implementation agency), and shall provide the opinion especially on that category of PAF, asset lost, compensation and all types of assistance, alternate livelihood options; details of resettlement, specific training requirement for skill up gradation and institutions responsible for training.

IA shall monitor the joint verification undertaken by the implementation agency and ensure that each of them are contacted and consulted including the women headed households.

#### **Distribution of Identity Cards**

The IA shall monitor the distribution of ID Cards to PAPs by the Implementation Agency; and shall include verification of photograph of the head of the PAF, the extent of loss, and entitlement i.e. Compensation and assistance, as applicable. The Identity Cards are to be signed by the responsible person at respective Field Offices of R&BD and counter signed by the R&R Specialist of Social management Unit.

#### Training and Support for income restoration

The IA shall monitor the training imparted to identified PAPs by the implementing agency (s) and shall verify whether the training programs were designed to suit the skills and interest of the PAPs. IA shall also monitor in detail whether the training programmes were dovetailed with any

state/central government sponsored development schemes. (pension schemes for senior citizens, widow pensions, schemes for women or women headed households, schemes for handicapped persons etc).

#### Disbursement of Assistance and delivery of entitlements

The IA shall ensure benefits due to the PAFs under the Resettlement Policy Framework (RPF) are provided to the PAFs and shall provide advice on the relative benefits of each option.

#### Relocation

The IA shall advice on utilization of R & R benefits to create productive assets. Also shall verify the utilization certificates for the assistance disbursed to PAFs.

#### **Coordination between PAPs and the PIU**

The IA shall monitor the organized consultations between the PAPs and the PIU or concerned R&BD staff.

#### Public information campaign

The IA shall audit the public information campaign at the commencement of the project to inform the affected communities regarding the project RAP and the RPF.

#### **Gram Sabhas**

IA shall monitor whether the implementing agency (s) has taken adequate steps to ensure the participation in Gram Sabhas of respective villages by way of contacting PAPs on an individual basis to regularly update the baseline information, also taken steps to encourage participation of PAPs in such meetings by discussing their problems regarding LA, R & R and other aspects relating to livelihood restoration.

#### Awareness Creation on Road Safety

The IA shall monitor the Road Safety Awareness programs conducted by implementation agency at schools and community at large in the villages located along the Project Roads through IEC materials, signboards and interactive discussions.

#### Awareness Creation on HIV/AIDS Prevention

IA shall monitor the awareness programs along the corridors at identified locations such as tollplazas, construction camp sites and truck-parking lay-by in respective corridors are carried out or not and the IEC materials as well as technical advice from GSACS are being utilized in a timely manner or not etc.,.

The IA also shall monitor and ensure that medical facilities and health check-ups which may include diagnosing of STD/HIV for the workers are being used or not at the construction camps. Make sure that the following activities at selected locations are being carried out or not:

- Interaction with industrial units and sensitization
- Awareness programmes for migrants
- Facilitating medical health care services including STI treatment
- Interaction with CHCs, ICTCs
- Coordination with Target Intervention Implementation Body (PIU, PMC and CSC), Link Worker Schemes and other
- agencies working in the field of HIV/AIDS awareness and prevention
- Conduct sensitization programmes for R&BD personnel, contractors and other stakeholders
- Interaction with transporters and brokers

- To educate all PAPs / PAFs and all concern stakeholders regarding importance of periodic health check up
- Ensure availability of condoms (both socially marketed & govt.) through established condom depots

#### **Consultation in Scheduled Areas**

IA shall monitor the consultations carried out by implementation agency in Scheduled Areas during project implementation such as (i) consultation with affected households for livelihood restoration, and (ii) consultation with communities and key stakeholders (Tribal Development Department, Taluka Development Offices and other Development Agencies working for the welfare of Scheduled Tribes) to ensure broader community support for the project ,and to aware all the above offices about Tribal Development Plan proposed to implement under the project.

#### Awareness Creation on Gender and other Social issues

IA shall monitor and ensure that whether the Contractors comply with applicable labor laws (including prohibition of child labor) are implemented or not and shall ensure that whether the facilities for women are provided or not such as (i) temporary housing - during the construction the families of laborers/workers are provided with suitable accommodation and facilities for other civic requirements, particularly health and sanitation; (ii) health centre - health problems of the female workers are taken care of through health centers temporarily set up for the construction camp where medicines and minimum medical facilities to tackle first-aid requirements or minor accidental cases are provided.

# **III. CONDITION OF SERVICES**

#### **Duration of Services**

The time line for IA services will be two years from the date of commencement. IA shall help the PIU in all other matters deemed necessary to implement the RAP in its spirit and entirety.

All documents prepared, generated or collected during the period of contract, in carrying out the services under this assignment will be the property of R&BD. No information gathered or generated during and in carrying out this assignment shall be disclosed by the consultant without explicit permission of the PIU, R & BD, GoG.

#### Location

In order to carry out the above tasks, IA to be stationed at Gandhinagar.

#### Data, Services and Facilities to be provided by the Client:

The PIU will provide to the IA copies of the Resettlement Action Plan / Indigenous Peoples (Tribal) Development Plan / HIV-AIDS Prevention Plan, PAP database, land acquisition details, and any other relevant and available reports / data related to the respective project corridors

#### **Participation in Periodic Review Meeting of PIU:**

IA shall participate in the periodic review meetings of the PIU to discuss about the progress of the assigned tasks, issues and constraints in carrying out any specific task, etc

#### Time Schedule

It is estimated that the IA's services shall be required for a period of two years (24 months) on intermittent basis. The consultant shall carry out all assigned tasks based on the milestones as set

out by the PIU. The period of service shall be extended, if found necessary and on the basis of the performance of the IA, for a period mutually agreed upon by both the parties (PIU and the IA).

#### Payment

All payments will be linked to the completion of tasks as per milestones assigned by the PIU. The payment to the IA will be made against outputs as given below.

#### **Reporting / Deliverables**

Reports are to be submitted to the PIU. All supporting documents such as photographs, video graphs, primary and secondary information collected, etc., taken during the assignment shall be submitted in support of the reports, along with an electronic copy of the documents. The following deliverables has to be submitted.

#### **Inception Report**

The IA shall submit to the PIU an inception report detailing plan of action, manpower deployment, time schedule, and detailed methodology, within 21 days of the commencement of the assignment.

#### Monthly Monitoring Plan:

The monthly monitoring plan for the each coming month shall have to be submitted in the monthly meeting along with that of the current month clearly showing site visits, targets v/s achievements, and various other elements.

IA shall document in full details, the consultation / counselling processes, and a full description of the training imparted (or facilitated) as part of the assignment. The progress achieved in land acquisition as per entitlements shall be documented and shall be submitted to the PIU as a part of the monthly work plan submission.

#### **Quarterly Monitoring Reports (QMR)**

The IA shall prepare and submit the monitoring reports for each quarter. IA shall also prepare Power Point presentation on status report during WB mission visit in consultation with PIU as and when required during the entire contract period.

IA shall submit quarterly monitoring reports on the activities monitored during that particular quarter and proposed activities (to be monitored) for the next quarter. The quarterly monitoring reports shall include data on input and output indicators as required by the PIU, with work charts as against the scheduled timeframe of RAP implementation. All progress reports shall include data on input and output indicators as required by the PIU.

IA shall also submit six monthly monitoring reports depicting all the aforesaid details confirming the world banks requirements.

The quarterly monitoring report shall have to be submitted on or before7<sup>th</sup> of the first month in the following quarter. For the better functioning at PIU and meet various other submittals, each year is divided into four quarters as: Jan. 1<sup>st</sup> to March 31<sup>st</sup>, April 1<sup>st</sup> to June 30<sup>th</sup>, July 31<sup>st</sup> to Sept. 30<sup>th</sup> and Oct.1<sup>st</sup> to Dec. 31<sup>st</sup>. Accordingly, IA will require start preparing report for any one of the above mentioned quarters after the mobilization and subsequently for rest of the quarters. . Similarly, six monthly compliance reports will be for 1) January 1<sup>st</sup> – June 30<sup>th</sup> and 2) June 1<sup>st</sup> to Dec. 31<sup>st</sup>. Refer Deliverables Table below.

#### **Status Reports:**

IA shall prepare and submit the status report in consultation with PIU; besides at every WB mission visit. IA shall also prepare PowerPoint presentation on status report during WB mission visit in consultation with the PIU during the entire contract period.

#### **Consolidated Monitoring Report**

IA shall submit a Consolidated Monitoring Report towards the end of the contract period summarizing the actions taken during the project, the methods used to carry out the assignment, and a summary of support, compensation and assistance given to the PAPs.

#### **Final Monitoring Report**

IA shall submit final monitoring report complying all the remarks / comments of PIU R&BD on Consolidated Monitoring Report at the end of the contract period summarizing but not limited to - the actions taken during the project, the methods used to carry out the assignment, and summary of support, compensation and assistance given to the PAPs.

Sr. No.	Deliverable	Time Frame / Time Period
1	Inception Report	Within 21 days of the commencement of the assignment
2	Monthly Monitoring Plan	During Monthly Management Review Meeting
3	Quarterly Monitoring Reports (QMR)	On or before 7 <sup>th</sup> of the first month in the following quarter
4	Six Monthly Compliance Report	Monitoring carried out during : Jan to June, and July to Dec.
5	Status Reports	During each World Bank Mission
6	Consolidated Monitoring Report	Towards end of the contract period
7	Final Monitoring Report	Before the end of the contract/assignment

#### **Deliverables:**

#### **RAP Implementation Monitoring Report** Contents of final report

- 1. Introduction
  - a. Background of the Project
  - b. Action Plan for Monitoring of RAP implementation
- 2. Status on Joint Verification
- 3. Status of Distribution of ID Cards
- 4. Details of Consultations carried out with PAPs
- 5. Details/suggestions of Micro Plans for respective PAFs
- 6. Details on Training and Support given to PAPs for income restoration
- 7. Status on Disbursement of assistance

#### 8. Grievance Redress

- a. Number of Grievances recorded
- b. Number of Grievances resolved
- c. Status on Grievances
- 9. Details on Road safety awareness programmes
- 10. Details about Awareness on HIV/AIDS Prevention
- 11. Details of Consultation in Scheduled Area
- 12. Details of Awareness creation on Gender and Social Issues
- 13. Achievement of Targets: Physical and Financial [stage-wise]
- 14. Summary and Conclusion

Contents of above mentioned reports will be based on the monitoring carried out by the IA on implementation of the aforesaid safeguards i.e. RAP, IDPD, HIV by the implementing / facilitation body and shall contain remarks / comments / observation / suggestion the IA have recorded during the course of the scrutiny / monitoring.

#### **QUALIFICATIONS FOR INDIVIDUAL EXPERT**

#### **RAP Implementation Auditor-cum-Coordinator**

The candidate shall have Master's Degree or equivalent qualification in Social Sciences (sociology / social work / economics / geography / planning / public administration and management) with **at least 15 years of total professional experience**, out of which, 10 years' experience shall be in working as social/ resettlement expert for major Civil Engineering Projects including Highway Projects. The candidate must also have 3 years' experience of working as Independent Auditor in similar highway projects. The experience of working as Social Expert for Major Highway Projects is desirable. 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 through 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 etc. 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.

#### **Estimate of Key Professional's Man-month Inputs**

RAP Implementation Auditor-cum-Coordinator – 8 months

# Annexure I

Sr.	Package No.	Corridor Name	Improvement	Length (km)	Districts	SRP Divison
No.			Option			
1	NCB/01	Dabhoi-Bodeli	W&S, 2 laning	38.80	Vadodara, Chotaudepur	Vadodara
		Amod-Dabhoi (part section Amod to NH- 8)	Rehabilitation	28.00		
2	NCB/02	Bayad-Lunawada	W&S, 2 laning	44.23	Aravali, Mahisagar	Vadodara
3	NCB/03	Gondal-Atkot	W&S, 2 laning	35.62	Rajkot	Rajkot
		Part of Atkot-Paliyad	Rehabilitation	15.80	Rajkot, Botad	
4	NCB/04	Karjan-Borsad	Rehabilitation	55.15	Anand, Vadodara	Vadodara
5	NCB/05	Umreth-Vasad (incl.Kapadvanj- Ladvel)	W&S, 2 laning	41.26	Anand, Kheda	Vadodara
6	NCB/06	Savarkundla-Dhasa	Rehabilitation	46.58	Amreli, Botad	Rajkot
7	NCB/07	Dhansura-Meghraj	W&S, 2 laning	43.26	Aravali	Vadodara
8	NCB/08	Lunawada-Khedapa	W&S, 2 laning	56.48	Mahisagar	Vadodara
9	NCB/09	Tharad-Deesa	Rehabilitation	29.89	Banaskantha	Mehsana
10	OPRC/NCB/10	Dhanduka-Dholera	Combination of	110.00	Ahmedabad	
		Dhanduka-Paliyad	upgradation		Ahmedabad, Botad	
		Limbdi-Dhandhuka	and rehabilitation		Surendranagar, Ahmedabad	
11	Modified Annuity/4L/ICB/01	Mehsana-Himatnagar	4 laning	61.00	Mehsana, Gandhinagar, Sabarkanta	Mehsana

# List of Corridors to be implemented under GSHP II

SAMPLE CONTRACT FOR CONSULTING SERVICES

# **Small Assignments**

# Lump-Sum Payments

#### SAMPLE CONTRACT FOR CONSULTING SERVICES

#### SMALL ASSIGNMENTS

#### LUMP-SUM PAYMENTS

#### (IBRD/IDA FINANCED)

#### CONTRACT No. [insert]

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [insert Client's name] ("the Client") having its principal place of business at [insert Client's address], and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address<sup>4</sup>].

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1.	Services	(i)	The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").	
		(ii)	The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.	
		(iii)	The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."	
2.	Term	The Consultant shall perform the Services during the period commencing <i>[insert starting date]</i> and continuing through <i>[insert completion date]</i> , or any other period as may be subsequently agreed by the parties in writing.		
3.	Payment	A.	Ceiling	
			For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed <i>[insert amount]</i> . This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.	

#### B. <u>Schedule of Payments</u>

The schedule of payments is specified below<sup>5</sup>:

[insert detailed list of payments specifying amount of each installment,

<sup>&</sup>lt;sup>4</sup> Avoid use of "P.O. Box" address

<sup>&</sup>lt;sup>5</sup> Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

deliverable/output for which the installment is paid and currency]

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account [insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]

## **4. Project** A. <u>Coordinator</u>.

Administration The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. <u>Reports</u>.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Inspections and Auditing
 Auditing
 The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing

**7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

Bank's sanctions procedures.

8. Ownership Material
 Material
 of Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software<sup>6</sup>.

<sup>&</sup>lt;sup>6</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

- 9. Consultant Not to be Engaged in Certain Activities
  Activities
  The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- **10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- **11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language
   The Contract shall be governed by the laws of [insert government], and the language]
- 13. Dispute Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- **14. Termination** The Client may terminate this Contract with at least ten (10) working days prior

written notice to the Consultant after the occurrence of any of the events

specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

<sup>&</sup>lt;sup>7</sup> The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

<sup>&</sup>lt;sup>8</sup> In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title:

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

#### LIST OF ANNEXES

- Annex A: Terms of Reference and Scope of Services
- Annex B: Consultant's Personnel and corresponding unit rates
- Annex C: Consultant's Reporting Obligations