

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No: 1/2014-15

Selection of Consulting Services for:

**“Preparation of DPR, BID Documents, Monitoring, Engineering for
OPRC Road Works”
SECOND GUJARAT STATE HIGHWAY PROJECT (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: 12/01/2015

CONTENTS

Section 1 - Letter of Invitation:	3
Section 2 - Instructions to Consultants and Data Sheet:	6
Section 3 - Technical Proposal - Standard Forms	28
Section 4 - Financial Proposal - Standard Forms	40
Section 5 - Eligible Countries	52
Section 6 - Bank Policy – Corrupt and Fraudulent Practices	53
Section-7 Terms of Reference	55
Section-8 Conditions of Contract and Contract Forms	74

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

RFP NO:1/2014-15

LOAN NO: IBRD-8313-IN

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

Date: 12/01/2015

PART - 1

Section 1 - Letter of Invitation:

To:

Dear Mr./Ms.:

1. The Government of India on behalf of Government of Gujarat (hereinafter called "Borrower") has received finance from the International Bank for Reconstruction and Development (IBRD) (hereinafter called "Bank") in the form of a ("loan") (hereinafter called "loan") towards the cost of Gujarat State Highway Project - 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.

The Superintending Engineer, On behalf Governor of Gujarat, Project Implementation Unit, Gujarat State Highway Project -II,(Client) now invites proposals to provide Consultancy Services for "Preparation of DPR, BID Documents, Monitoring, Engineering for OPRC Road Works" for Gujarat State Highway Project-II. More details on the services are provided in the Terms of Reference (section 7).

2. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:

Sr. No.	Name of Firm	Sole / JV
1.	SMEC (India) Pvt. Ltd., Haryana	Sole
2.	Intercontinental Consultants and Technocrats Pvt. Ltd.; New Delhi in Association with Pricewater House Coopers Pvt. Ltd. (India) as sub-consultant	Sole
3.	Feedback Infra Pvt. Ltd. in J.V. with Dong Myeong Engineering Consultants & Architecture Co. Ltd. Korea	JV
4.	AECOM Asia Co. Ltd.; Gurgaon; India	Sole
5	CDM Smith Inc.; USA in J.V. with C D M Smith India Private Ltd. Bangalore, India	JV
6	Eurostudios S.L., (Spain) JV Theme Engineering Services Pvt. Ltd., Jaipur, Rajasthan, India	JV

3. It is not permissible to transfer this invitation to any other firm.
4. 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.
5. The RFP includes the following documents:

- Section 1 : Letter of Invitation
 Section 2 : Instructions to Consultants and Data Sheet
 Section 3 : Technical Proposal (FTP) - Standard Forms
 Section 4 : Financial Proposal - Standard Forms
 Section 5 : Eligible Countries
 Section 6 : Bank's Policy - Corrupt and Fraudulent Practices
 Section 7 : Terms of Reference
 Section 8 : Standard Forms of Contract (Lump-sum-Part A) and (Time Based-Part B)

Please inform us by date 19/01/2015 in writing at Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector-10/A, Gandhinagar-382010, Gujarat. By facsimile-07923252986, or by E-mail: se-piu-rnb@gujarat.gov.in :

- 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)

6. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC, Data Sheet.

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

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
 - b) Prohibitions
 - c) Restrictions for Government- owned Enterprises
 - d) Restrictions for public employees
- B. Preparation of Proposals
 - 7. General Considerations
 - 8. Cost of Preparation of Proposal
 - 9. Language
 - 10. Documents Comprising the Proposal
 - 11. Only One Proposal
 - 12. Proposal Validity
 - a) Extension of Validity Period
 - b) Substitution of Key Experts at Validity Extension
 - c) Sub- Contracting
 - 13. Clarification and Amendment of RFP
 - 14. Preparation of Proposals – Specific Considerations
 - 15. Technical Proposal Format and Content
 - 16. Financial Proposal
 - a) Price Adjustment
 - b) Taxes
 - c) Currency of Proposal
 - d) Currency of Payment
- 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
 - b) Lump-Sum Contracts
 - 25. Taxes
 - 26. Conversion to Single Currency
 - 27. Combined Quality and Cost Evaluation
 - a) Quality- and Cost-Based Selection (QCBS)
 - b) Fixed-Budget Selection (FBS)
 - c) Least-Cost Selection
- D. Negotiations and Award
 - 28. Negotiations
 - a) Availability of Key Experts
 - b) Technical Negotiations
 - c) Financial Negotiations
 - 29. Conclusion of Negotiations
 - 30. Award of Contract

A. General Provisions

1. Definitions	<p>(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.</p> <p>(c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>(d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>(e) “Borrower” means the Government, Government agency or other entity that signs the loan 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>
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	<p>(n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the short listed Consultants with all information needed to prepare their Proposals.</p> <p>(p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the short listed Consultants.</p> <p>(q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(u) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<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</p>

	<p>conference is optional and is at the Consultants' expense.</p> <p>2.4. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
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	<p>i. Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
b. Conflicting assignments	<p>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.</p>
c. Conflicting relationships	<p>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.</p>
4. Unfair Competitive Advantage	<p>4.1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific</p>

	<p>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.</p>
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> <p>6.3. As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	<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> <ol 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. <p>To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.</p>
<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> <ol 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, 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</p>

	to the Consultant.
9. Language	9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the Data Sheet .
10. Documents Comprising the Proposal	10.1. The Proposal shall comprise the documents and forms listed in the Data Sheet . 10.2. If specified in the Data Sheet , the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery). 10.3. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	12.1. The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 12.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

<p>a. Extension of Validity Period</p>	<p>12.4. The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p>b. Substitution of Key Experts at Validity Extension</p>	<p>12.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.</p>
<p>c. Sub- Contracting</p>	<p>12.9. The Consultant shall not subcontract the whole of the Services.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>13.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all short listed Consultants. 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>

	13.2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals – Specific Considerations	<p>14.1. While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1. If a short listed Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-short listed Consultant(s), or (b) short listed Consultants if permitted in the Data Sheet. In all such cases a short listed Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-short listed firms in the form of a joint venture or a sub-consultancy, the short listed Consultant shall be a lead member. If short listed Consultants associate with each other, any of them can be a lead member.</p> <p>14.1.2. The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the 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. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
16. Financial Proposal	16.1. The Financial Proposal shall be prepared using the

	Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet .
a. Price Adjustment	16.2. For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet .
b. Taxes	16.3. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet . Information on taxes in the Client's country is provided in the Data Sheet .
c. Currency of Proposal	16.4. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	16.5. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals	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.
	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.
	17.2.1. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
	17.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or Initialled by the person signing the Proposal.
	17.4. The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet . All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
	17.5. The original and all the copies of the Technical Proposal

	<p>shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]“, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p> <p>17.6. Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>17.7. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>17.8. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9. The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any 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</p>

	should do so only in writing.
19. Opening of Technical Proposals	<p>19.1. The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the short listed Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2. At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
20. Proposals Evaluation	<p>20.1. Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.</p> <p>20.2. The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
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>

<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>23.1. After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.</p> <p>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>24. Correction of Errors</p>	<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>
<p>a. Time-Based Contracts</p>	<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>
<p>b. Lump-Sum Contracts</p>	<p>24.2. If a Lump-Sum contract form is included in the RFP, the</p>

	Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	25.1. The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet .
26. Conversion to Single Currency	26.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
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

	<p>Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>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.</p>
b. Technical Negotiations	<p>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.</p>
c. Financial Negotiations	<p>28.6. The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.</p> <p>28.7. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.</p> <p>The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
29. Conclusion of Negotiations	<p>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.</p> <p>29.2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the</p>

	next-ranked Consultant, the Client shall not reopen the earlier negotiations.
30. Award of Contract	<p>30.1. After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other short listed Consultants.</p> <p>30.2. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>

E. DATA SHEET

A. General	
ITC Clause Reference	
1(c)	India
1(e)	Borrower means “The Government of Gujarat through Government of India”
1(f)	Client means “R&BD”
2.1	<p>The name of the Client is: The Chief Engineer (World bank) Roads and Buildings Department Government of Gujarat Gandhinagar-Gujarat.</p> <p>Method of selection: Quality & Cost Based Selection Method, “Quality: 80 % and Cost: 20%”.</p> <p>As per Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes, In separate sealed envelope. Name of the assignment is:</p> <p>“Consultancy Services for Preparation of DPR, BID Documents, Monitoring, Engineering for OPRC Road Works.” for Gujarat State Highway Project- II.</p>
2.3	<p>A pre-proposal conference will be held: Yes Date: 23/01/2015 Time: 15:00 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 to facilitate the preparation of the Proposals: The Client has got prepared DPR for W&S of Dhandhuka-Dholera and DPR for Strengthening only for Dhandhuka-Paliyad road sections. These DPRs include design reports, drawing volume, cost-estimates and enviro-social safeguard documents. All available reports for these two road sections along with in-house data available (it is

	to be noted that DPRs are not prepared like other two sections) at R&BD for Dhandhuka-Limbdi section will be made available to the consultants. Although already disclosed documents on http://gshp2.gov.in also may be referred. All such data is for reference only. The bidders are required to have appropriate due diligence on its own.
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	The Proposal shall comprise the following: <u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 2nd Inner Envelope with the Financial Proposal : <ul style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking
10.2	Statement of Undertaking is required: Yes
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: 15/06/2015)
13.1	Clarifications may be requested no later than 15 days prior to the submission deadline. The address for requesting clarification is: Office of the Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010 Gujarat Tel.: + 91 79 23252986 Fax: + 91 79 23251915 e-mail: se-piu-rnb@gujarat.gov.in; sepiu.dksolanki@gmail.com
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: 131 person-months. Part A: Pre-Procurement – 45 person-months

	Part B: Post-Procurement – 86 person-months
14.1.3	<p>The Consultant's Proposal shall atleast include the Key Experts' time-input of 86 person months for Part B which is time based. However these man months are indicative only. Consultants may decide their own man months (refer ToR-Attachment-D).</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the 86 person months for Part B which is time based, the missing time-input (expressed in person- month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than 86 person months for Part B which is time based input will not be adjusted.</p>
14.1.4 & 27.2	Not Applicable
15.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
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) <p>Please note that sealed envelope of financial proposal – combine for Part A: Pre-Procurement-Lump-sum, and Part-B: Post-Procurement-Time Based—are submitted in the relevant forms in “Section 4-Financial Proposal-Standard Forms”.</p>
16.2	A price adjustment provision applies to remuneration rates: Yes , Applicable for Part B only.
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 respective SCC (Part-A and Part-B) - 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 respective SCC (Part-A and Part-B) 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 \$, British 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	The Consultant must submit:

	(a) Technical Proposal: One (1) original and Two (2) copies (b) Financial Proposal: One (1) original.																																																
17.7 & 17.9	The Proposals must be submitted no later than: Date: 16/02/2015 Time: 12:00 Hours (IST)																																																
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19.1	An online option of the opening of the Technical Proposals is offered: No. The opening shall take place at: Office of the Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010 Gujarat Date: 16/02/2015 Time: 12:30 Hours (IST)																																																
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals N/A. However, Technical Proposal opening minutes will to be drawn.																																																
21.1	Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: Points i. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 20 <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>5</td> </tr> <tr> <td>(c) Organization and Staffing</td> <td>:</td> <td>5</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total points for criterion (i)</td> <td>: 20</td> </tr> </table> ii. Key Experts' qualifications and competence for the Assignment: <table border="1"> <thead> <tr> <th colspan="2" style="text-align: center;">Key Personnel</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td>1) Team Leader</td> <td>:</td> <td>15</td> </tr> <tr> <td>2) Highway Specialist</td> <td>:</td> <td>12</td> </tr> <tr> <td>3) Pavement Management Specialist</td> <td>:</td> <td>8</td> </tr> <tr> <td>4) Procurement Specialist</td> <td>:</td> <td>7</td> </tr> <tr> <td>5) Roads Management Specialist</td> <td>:</td> <td>7</td> </tr> <tr> <td>6) Principal Auditor</td> <td>:</td> <td>6</td> </tr> <tr> <td>7) Legal Advisor</td> <td>:</td> <td>5</td> </tr> <tr> <td>8) Financial Management Specialist</td> <td>:</td> <td>5</td> </tr> <tr> <td>9) OPRC Operational Specialist/ Asset Manager</td> <td>:</td> <td>5</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Points for criteria – (ii)</td> <td>: 70</td> </tr> </tbody> </table> The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications (general education, training, and experience): <table border="1"> <tr> <td>i. Education</td> <td>:</td> <td>10</td> </tr> </table>	(a) Technical approach and methodology	:	10	(b) Work Plan	:	5	(c) Organization and Staffing	:	5	Total points for criterion (i)		: 20	Key Personnel		Marks	1) Team Leader	:	15	2) Highway Specialist	:	12	3) Pavement Management Specialist	:	8	4) Procurement Specialist	:	7	5) Roads Management Specialist	:	7	6) Principal Auditor	:	6	7) Legal Advisor	:	5	8) Financial Management Specialist	:	5	9) OPRC Operational Specialist/ Asset Manager	:	5	Total Points for criteria – (ii)		: 70	i. Education	:	10
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25.1	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.																																																
26.1	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																																																
27.1	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																																																

	<p>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: 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>
D. Negotiations and Award	
28.1	<p>Expected date and address for contract negotiations: Date 02/04/2015 Address: Roads & Building Department, 14/2, Sachivalaya, Gandhinagar, Gujarat.</p>
30.1	<p>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. The information will be published on http://gshp2.gov.in</p>
30.2	<p>Expected date for the commencement of the Services: Date: 04/05/2015 at: Gandhinagar</p>

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

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

**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 Preparation of DPR, BID Documents, Monitoring, Engineering for OPRC Road Works." for Gujarat State Highway Project- II in accordance with your Request for Proposal dated 12/01/2015 and our Proposal. We are aware that the selection process is Quality & Cost Based Selection Method as per the guidelines of World Bank January 2011 for selection and employment of consultants under IBRD loans and IDA credits and grants by World Bank borrowers. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) We are aware that bid for Part A is to be less than 35% of the overall cost and our bid shall be considered non responsive and rejected in case it is not complied with. We have accordingly quoted for Part A less than 35% of overall cost.

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

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
(Part A: Pre-Procurement)**

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	....	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													
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-5:
WORK SCHEDULE AND PLANNING FOR DELIVERABLES
(Part B: Post-Procurement)**

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

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:

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS
(Part B: Post-Procurement)**

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

Part Time Input  Full 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 posts order. Please provide dates, name of employing organization, titles of position activities performed and location of the assignment, and contact information of 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 info 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.

- 1. FIN-1** Financial Proposal Submission Form
- 2. FIN-2** Summary of Costs
- 3. FIN-3** Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- 4. FIN-4** Reimbursable expense
- 5.** Statement of Undertaking

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 Preparation of DPR, BID Documents, Monitoring , Engineering for OPRC Road Works both Part A and Part B included" for Gujarat State Highway Project- II in accordance with your Request for Proposal dated 12/01/2015 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.

Part A Lump Sum {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.

Part B Time Based {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 (Part A)				
2) Remuneration (Part B)				
3) Reimbursable (Part A)				
4) Reimbursable (Part B)				
Total Cost of the Financial Proposal:				
1. Total Cost of the Financial Proposal (Part A):				
2. Total Cost of the Financial Proposal (Part B):				
Total Cost of the Financial Proposal (Overall): <i>{Should match the amount in Form FIN-1}</i>				
i. Service Tax				
ii. Total Cost of Service Tax (Part A)				
iii. Total Cost of Service Tax (Part B)				
Total Cost of Financial Proposal (Overall) Including Service Tax:				

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

**FORM FIN-3A
BREAKDOWN OF REMUNERATION
(Part A Lump Sum: Pre-Procurement)**

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								

**FORM FIN-3B
BREAKDOWN OF REMUNERATION
(Part B Time-Based: Post-Procurement)**

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

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

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

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

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

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

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

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

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

Sample Form

Consultant : _____ Country : _____
Assignment : _____ Date : _____

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name : _____

Title : _____

**Consultant's Representations Regarding Costs and Charges
 (Model Form I)**
 (Expressed in *{insert name of currency*}*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Changes ¹	Overhead ¹	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-4A
 BREAKDOWN OF REIMBURSABLE EXPENSES
 (Part A Lump Sum: Pre-Procurement)**

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 Expensés	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.

**FORM FIN-4B
 BREAKDOWN OF REIMBURSABLE EXPENSES
 (Part B Time-Based: Post-Procurement)**

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 Expensés	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 party¹;
 - 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 obligation²;
 - 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 party³;
 - 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 party⁴;

¹ 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.

² 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.

³ 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.

⁴ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

- v. “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁵, 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 nominate⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank- financed contract.

⁵ 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.

⁶ 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

CONSULTANCY SERVICES FOR PREPARATION OF DPR, BID DOCUMENTS, MONITORING, ENGINEERING FOR OPRC ROAD WORKS FOR GUJARAT STATE HIGHWAY PROJECT- II.

Background

Government of Gujarat has received the assistance of the World Bank through Government of India for the up gradation and rehabilitation of State Highways in the State of Gujarat. GSHP II (the Project) is likely to cover about 625 km of such roads. Out of this, about 110 km of road length (4 road corridors) has been identified for inclusion in the OPRC mode of execution. Details of these roads are as per attachment-I.

PIU is proposing to engage highly qualified and experienced consultant for assistance in all aspects of project preparation, procurement process and implementation, in accordance with the objectives detailed here-in. Specifically, the consultant shall carry out:-

- i. Generic technical studies;
- ii. Specific technical studies and preparation of bidding documents for Output- and Performance-based Road Contracts (OPRC);
- iii. Support to the procurement process; and
- iv. Training of PIU personnel regarding preparation and implementation of OPRC.
- v. Project Management
- vi. Conformance Monitoring and Management
- vii. Condition Monitoring and Pavement Condition Modelling
- viii. Roads Information and Data Analysis

OBJECTIVES

1. The Government of Gujarat (GOG) working through the Project Implementation Unit (PIU) of Roads & Building Department wishes to pilot output and performance based contracting (OPRC). Towards this, the PIU intends to implement such contract involving aggregate of @ 110 km length in 4 adjacently located road corridors. The contract for all the works within the pilot project shall be based on the World Bank's Sample Bidding Document, "*Procurement of Works and Services under Output and Performance Based Road Contracts, 2005*". This document is available on the World Bank's website under <http://www.worldbank.org/html/opr/procure/bdocpage.html>
2. The term of the pilot contract will be for a period of @ ten years. Initially during construction period, work will include both the initial improvement and routine maintenance works, with the contractor carrying out both the required periodic and routine maintenance for the remainder of the contract period.
3. The PIU wishes to employ a consultant to assist in designing, procuring, implementing and monitoring the contract, including the design and documentation of the initial improvement works. The consultant will then be responsible for assisting the PIU to establish and implement an appropriate regime for managing the contracts. The services of consultant are expected to cover substantial period after civil works contract conclusion. The services are divided into two parts:

Part A: Pre-Procurement services -18 months - (Lumpsum Form)

Part B: Post-Procurement services – 30 months- (Time based Form)

The scope of services for each part is described in further detail in following sections.

4. In order for the consultant to fully understand the requirements of the present TOR, it is essential that he is familiar with and fully understands the concepts of OPRC and method of operations of the Sample Bidding Document mentioned above.

SCOPE OF SERVICES

Part A: Pre-Procurement Services

Task: A1: Definition of service level classification.

5. The Consultant will define a generic system of service level classifications. This service level classification may however not necessarily be linked to the overall road network classification in the state. The different service level classes will be defined mostly from the road user's point of view. They should be simple and easy to evaluate, and take into consideration the criteria provided in the Technical Specifications of the World Bank's Sample Bidding document for OPRC (travel speed, comfort, etc.). Criteria may however be added or dropped as needed in the specific country context. For the execution of this task, the consultant will carry out a formal process of consultations with different types of road users representing the different traffic and vehicle types present in the country (both motorized and non-motorized, and including pedestrians). The consultant shall also define method and systems required by the public/road users/utility providers in informing the authorities on road condition/utility laying-access permission proposals. The system will then be used in evaluation of contractor's performance.

Task A2: Financial Model to be used for payment

6. (a) Based on the service level classification established under A.1 above, the Consultant will carry out a detailed analysis which will lead to an estimate of the likely medium- and long-term cost of assuring each of the pre-defined service levels. In order to reach that result, he will need to identify all physical works and other activities (managerial, self-control, etc.) a contractor will most likely have to carry out for each service level class, as well as the frequency of those activities and interventions as well as *the quality of a road at the time of handing over to the Client at the end of the contract*. A cost recovery model in at least 3 alternatives will be developed as to define the most suitable and optimized method of payment for the contracting entity, as well as to define "the best value for money" the client will pay to the contracting entity. The cost estimate will be based on **conceptual designs** for each road which will include the typical cross sections and other typical geometric design parameters and be based on basic field surveys (traffic counts and forecasting, topographical and soils/material).
- (b) Payment strategy for dealing with utility provider – access permission seekers to be developed so as not increase any burden on OPRC contractor and PIU/R&BD while efficiently dealing with such proposals.

Task A3: Legal Framework and EIA and SIA Frameworks.

7. As OPRC is a new concept in Gujarat State, the Consultant will be expected to look at the existing laws on civil works contracts and see how this concept will be implemented within the scope of the current law. To adequately address the environmental and social impacts of the project, the PIU has prepared a Resettlement and Rehabilitation Policy

(R&R Policy) and Environmental Management Plans (EMP) and Resettlement Action Plan (RAP). ESMF is also available. The objective of these plans and frame work is to present the principles and procedures for environmental assessment and resettlement/compensation, respectively as it relates to the roads sub-sector. These frameworks will guide the implementing entities during their detailed designs and implementation on how environmental and social issues will be dealt with and implemented. The consultant shall integrate the EMP and RAP into the conceptual design to ensure that the environmental and social issues are addressed in accordance with the national legislation and regulations as well as the applicable World Bank Operational Policies (OP) 4.01 on Environmental Assessment and OP 4.12 on Involuntary Resettlement.

Task A4: Confirmation of contracting capacity to undertake and manage the works

8. The detailed assessment of technical (specifically, design and long term maintenance planning capability), financial and managerial capacity shall be undertaken to identify:
- The number of potential bidders for such work,
 - A basis for pre-qualification of bidders.
 - Specific issues of risk which will require mitigation when developing the contract documents and
 - The value of contract that will best fit local capacity.

The review shall consider both the consulting and contracting industry and also look to awaken the industry to the opportunities presented by these contracts.

Task A5 : Development of contract format

9. The Consultant shall study and recommend an appropriate format for the Pilot performance based contracts. It is important that the proposed format matches the industry's ability to undertake the works and maximizes the potential for success. The consultant shall give careful consideration to the appropriate mix of outcome and output elements in the contract, noting that objective is to introduce performance based elements. The Consultant shall refer to (Sample Specification for OPRC) annex to World Bank's sample bidding document "*Procurement of Works and Services under Output and Performance Based Road Contracts*" This document is available on the World Bank's website under <http://www.worldbank.org/html/opr/procure/bdocpage.html>. At the completion of this task the consultant shall prepare a concise report outlining the options considered, the reasons for their recommendations, and the cost implications.
10. Issues to be addressed in the study include the **extent of the assets, in addition to the pavement, that is to be maintained under the contract**, for example, in addition to the pavements should the contract include the management and maintenance of all:
- Signage.
 - Delineation.
 - Lighting.
 - Vegetation.
 - Bus/heavy vehicles rest stops.
 - Slopes.
 - Retaining Structures.
 - Drainage Works.
 - Bridge Structures.

- Road Right of Way. (i.e. control and preservation)
11. End of contract residual road condition. To ensure that the road is returned in a fit condition for service that will not require major capital maintenance immediately following the end of the contract, the consultant shall specify separate residual life for each element of the project road. The Consultant shall review, as a part of this assignment the impact of the contract in asset value up to the end of the contract and should advise the Client on the inclusion of additional measures during the contract period to achieve the minimum required asset value at the end of the contract.
 12. The Consultant shall also specify procedure for arrangements in the contract for detailed joint inspections required at various points of time during pendency of OPRC contract. Specified inspection timings shall at least encompass what is specified in the Post-Procurement services. In these inspections likely works needed are noted and remedial action is expected to be taken in accordance with an agreed program. For compliance of the agreed program, another inspection shall be carried out no later than six months prior to the end of the contract. A similar procedure covering all elements of the project road may be specified prior to the end of the contract to ensure work has been carried out in accordance with the agreed program and to assess any other works needed to achieve the required standard at contract termination.
 13. In addition to the standard performance guarantee, the Consultant shall also suggest a financial arrangement such as retention money or depositing the suitable percentage of the amount of agreed remedial works in escrow account which the department may utilize if the contractor fails to complete the work.
 14. The Consultant shall prepare a compliance framework inter alia specifying reviews/ inspections / audit regime of records and site for ensuring compliance of the works, including the penalty regime that will prevail in the event of any non-compliance by the contractor. The suggested frame work shall however not reduce the onus cast on the consultant under Post-Procurement services. This will also include methods and systems involving public/road user interactions related to road situation/condition.
 15. The tender evaluation procedures: The consultant shall work with the PIU to develop an evaluation procedure that meets the objectives of obtaining the best value for money over the term of the contract, whilst at the same time provides flexibility to allow the bidders to propose the services and risk allocation they considered best asset management practices and also are conforming to any legislative requirements that govern the letting of contracts by the PIU.

Task A6: Industry Consultation Workshop

16. The Consultant shall support the PIU to conduct 1 workshop with representatives from the industry (contractors) to outline the draft contract strategy and gain feedback from them before producing the final report and submitting it to the PIU

Task A7: Development of a comprehensive approach to allocation and mitigation of risk.

17. The risk allocation shall be one of the key components of OPRC. The consultant shall identify all associated risks related to the output and performance based road contracts, analyze them and quantify them in the main body of the contract and prepare the cost estimates in the BOQ. Such identified and defined risks will then be divided between the contracting parties, while the respective amounts will be indicated as Provisional

Amounts, which can be utilized only with a specific approval of the client and a financing agency. Some of the risks identified initially, but not limited to, are :-

- i. *Inflation.* The contracting industry has concerns with bidding for a long term contract if they are not to be adequately protected against inflation and exchange rate fluctuation. An index for escalation during the contract shall need to be developed to mitigate the risk.
- ii. *Traffic growth.* Traffic levels have a significant impact on the price of the contract in terms of the degree of damage caused to the pavements. The approach can be to place the risk of traffic growth with the contractor, up to a threshold value beyond which the client compensates the effect of additional growth.
- iii. *Traffic overloading.* Gujarat State has a significant problem with overloaded trucks using the network. Currently, Transport Department of GoG monitors overloading. Since overloading has a significant impact on the price, the approach can be to empower the contractor in conformity with the legislative provisions of GoG.
- iv. *Emergencies and natural hazards (e.g. slip/breach etc).* The approach to managing emergencies will need to be covered in the OPRC contract. Various methods have been used elsewhere for such items – open book accounting, coverage of work up to a certain value by the contractor above which the client makes extra payment, or rate fixing at market rates – and each have their advantages and disadvantages.
- v. *Initial improvement work and future potential development work.* These risks are both similar in so far as it becomes too complex to try and manage such work using performance type indicators. The approach for any initial improvement work shall be to scope out the work and ensure it is paid as a separate item. For future potential improvement work, it is best to minimize this likelihood, as it will most likely involve negotiating a change to the scope of the contract.
- vi. *Change in Law.* Change in law can cause a significant impact on the cost or reduction in net after tax return or other financial burden. The approach can be to place the risk of change in law with the contractor upto a threshold value beyond which the client compensate the effect of increase in cost, decrease in return or additional financial burden imposed.
- vii. *Political Force Majeure.* Compulsory termination of the contract can have significant impact on the investment made by the Contractor. The approach can be to place deterrent cost to avoid Political Force Majeure.
- viii. *Delays in Forestry clearances as well as delays in land acquisition. No forestry clearance and land acquisition is required for the 4 corridors. However there can be other risks as listed below.* The consultant may propose methods to mitigate this risk and transfer the onus to the contractor as far as possible.
- ix. The Consultant shall suggest/divide among parties a comprehensive approach to locate and mitigate such other risks as might be
 - New roadside development (land clearing can have a major impact on the amount of sediment build-up in drainage structures)

- Capital/improvement works being undertaken by others
- Work undertaken by Utility operators within the Road Right of Way.
- Environmental Compliance
- Access control or lack thereof
- Any other risks directly or indirectly related to the project area.

Task A8: Review of the Adequacy of Current Information & Collection of Additional Data

18. (a) The consultant shall review its adequacy (i) for design and specification of initial improvement works and (ii) the implementation and management of a performance based contract. At the end of this task, the Consultant shall submit a technical report on each of these issues outlining the findings and recommendation for consideration by GoG. These recommendations shall identify all missing data and a plan for additional data to be collected in line with over all time frames for implementation of OPRC.
- (b) Collection of missing data as per plan in (a) above. The Consultant will also conduct necessary baseline survey which covers inter alia, road standard and condition, trip time, traffic volume, transportation costs and prepare an M & E (monitoring and evaluation) program to measure the impacts of the improved road on the development of the intervention areas.
19. On the completion of this task the consultant shall provide a report on the data and its implications for the management of the contract. The data shall be stored in a database, which can be distributed to the Contractors, and reported in a manner suitable for inclusion in the contract documents. The data may also be required to be handed over to other consultants to be linked to GIS maps. The Consultant shall also ensure that the results of all pavement testing undertaken to support the proposed base designs is incorporated in the contract documents so that the Contractor can prepare the detailed design and his work program.

Task A9: Definition of service levels for each road included in the pilot study areas.

20. The consultant, in cooperation with the PIU shall define the appropriate service levels/maintenance standards for each road to be included in OPRC contracts. This exercise will be based on:
- Existing data with R&BD & PIU
 - Feasibility study report,
 - Information collected during field visits to each road,
 - Analyses of typical road uses and road user needs for each road, including formal consultations and informal discussions with road users and local communities,
 - Establishing a link between road user needs and the required service level class, and
 - Affordability or the availability of sustainable funding levels.

Task A10: Contract packaging, Conceptual Designs, Financial Model and Confidential price estimate for each road.

21. The Consultant shall undertake an analysis to estimate the long-term requirements, using relationships such as those contained in the HDM model or a similar alternative. The Consultant shall ensure that the modelling relationships are properly calibrated, and used to suit the objectives of the contract. The Consultant shall finalize in details the required initial capital investment, the required service/ maintenance standards and the output and

- performance criteria. The conceptual design will include details of structures, cross sections (typical at scale 1:50), longitudinal and horizontal alignment at 1: 5000 scale, pavement details, drainage details, details of topographical survey polygon, GIS, etc.).
22. The consultant shall integrate the EMP, RAP, ESMF and HIV/AIDS prevention action plan into the conceptual design to ensure that the environmental and social issues are addressed in accordance with the national legislation and regulations as well as the applicable World Bank Operational Policies (OP) 4.01 on Environmental Assessment and OP 4.12 on Involuntary Resettlement. Basic unit costs of such interventions will be indicated based on recent prices in the country.
23. Road Safety standards. The consultants should follow the “Manual for Safety in Road Design” prepared by the MoRTH and international best practices while carrying out the Conceptual design. The consultant would also include proposed improvements to the existing accident black spot along the corridors in the proposed design. The Consultant shall propose measures in the action plan how to safeguard right of way (ROW) of the road to be included in the pilot projects.
24. The Consultant shall prepare a confidential price estimate for each of the OPRC civil works to be tendered for. This shall include, in accordance with the definitions of the Sample Bidding Document, price estimates for (i) maintenance services, (ii) rehabilitation works iii) improvement works, if required, (iv) emergency works, and (v) cost to maintain the road at the desired quality at the time of handing over it to the client. The purpose of the confidential price estimate is to obtain a benchmark price for each contract against which actual bids can later be compared. The conceptual design will include the BoQ with cost estimate for the adopted option, based on the unit cost analysis, broken down to taxes, levies and other costs and then be compared with the project cost for similar road interventions done in India in general and in Gujarat State in particular in the period of last 3 years. The cost estimates will provide for the planned activities within the right-of-way for the roads in the period of @ 10 years. Cost of EMP/RAP & HIV / AIDS interventions will also be added. The conceptual design will include all required technical specifications for the planned activities in the design period. The consultant shall also propose measures and action plans to how to safeguard the ROW of the road including the pilot roads.
25. The cost recovery model in at least 3 alternatives as mentioned in para A2 shall be confirmed so as to define the most suitable and optimized method of payment to the contracting entity, as well as to define “the best value for money” the client will pay to the contracting entity. The cost estimate will be based on conceptual designs and road works specifications for each road which will include the typical cross sections and other typical geometric design parameters and be based on basic field surveys (traffic counts and forecasting, topographical and soils/materials).

Task A11: Estimate and pricing for Emergency works

26. In cooperation with the Government, the consultant shall determine and justify whether unit prices for Emergency works should be subject to bidding or should rather be fixed in advance based on existing market rates. If the latter option is elected, he shall identify the prevailing market rates based on recent contracts or those under execution. He shall further determine the provisional sum for Emergency works for the contracts. Also, he shall identify the work units applicable for emergency works for which unit prices are to be established.

Task A12: Preparation of Contract Documentation.

27. **Definition of standard clauses for all contracts:** The Contract Documentation should be generally in line with the Sample Bidding Document published by the World Bank for the Output- and Performance- based Road Contracts (OPRC). This document is available on the World Bank's website under <http://www.worldbank.org/html/opr/procure/bdocpage.html>. Before preparing the individual bidding documents, the Consultant will prepare a document which identifies those elements which are common to all the bidding documents, and proposes and justifies the solutions to be adopted. This applies in particular to the Bidding Data (Section III), the Special Conditions of Contract (Section V) and to parts of the Specifications (Section VI). The Consultant shall obtain an agreement with the PIU on those characteristics before the individual bidding documents are finalized.
28. Preparation of individual bidding documents: The Consultant will complete the bidding documents including reports, plans, maps, drawings, sketches, specifications, etc. by first submitting the draft report and bidding documents to the Client for review and, after receipt of the Client's comments, finalising the same for advertisement.
29. The Consultant shall propose a framework for a project document control system to be used for monitoring the project during implementation. This system will be used to maintain all engineering reports and records to adequately document the programs and performance of the work. The system shall be designed and developed consistent with standard formats that can be used to document decisions, minutes of meetings and any other communications, which might direct actions on the project. Document control shall involve sequential logging of incoming and outgoing correspondences to establish a chain trail of correspondences for custody. The control function shall be designed to ensure distribution to all concerned.
30. The consultant's proposal should be developed to ensure maximum local participation through skills transfer, capacity building or any other strategy that will promote the development of the domestic construction industry.

Task A13:Prequalification of Contractors

31. The Consultant shall prepare the prequalification documents and assist the PIU in advertising the prequalification process, obtaining the Bank's non-objection, launching the document, receiving and analyzing the submissions and notifying the potential bidders of the outcome.

Task A14:Pre-bid workshop

32. The consultant shall support the Government in the organization and execution of one-day pre-bid workshops for prequalified contractors (one workshop per contract), which may include field visits to the roads included in the OPRC contracts. The purpose of the workshops is to go through the various elements of the bidding documents, in order to make sure that bidders fully understand the nature of the contract and its requirements, and are thus able to present reasonable and responsive bids. Notes covering salient points of bidding documents shall be distributed among the contractors during the workshop.

Task A15:Tender Process and Evaluation of Tenders

33. Once the prequalified contractors have been identified the bidding process will commence. Given the complex nature of the work and significant effort required to tender for such work, it is expected that the tender period shall be at least 100 months.
34. Given the complex nature of the work and significant degree of risk transfer to the contractor, tendering workshop shall be held with the bidders to ensure that they are fully aware of the nature of the work. Up to three workshops may be required, each of half-day duration, for all interested bidders.
35. During the tender process, the Consultant shall support PIU as necessary for such matter as:

Providing information to issue as necessary, any addenda varying or clarifying the scope of the contract; technical assistance with the necessary bid evaluation procedures and, negotiations with the preferred bidder.

If the Consultant has any reservations as to the appropriateness of the bidding and selection process, he is obliged immediately to inform the Government and the Bank in writing. He shall further support the Government in finalizing the contracts until both parties reach agreement.

Task A16:Training

36. The following specific training initiatives have been identified:
 - Training of 10 project staff (PIU & R&BD field staff), to ensure they understand their new role.
 - Training of 4 senior PIU/R&BD staff in the principles of OPRC and on specific matters that arise during the contract.

Part B: Post-Procurement services

37. Assisting PIU / R&BD in carrying out responsibilities of the Project implementation. The consultant's services shall include, but not limited to following:
 - i. clarifying interpretation/ queries on the Contract clauses/Data;
 - ii. Assist the process of initial handover/possession of the site to the Contractor.
 - iii. cause submission and improvement through review of all documents submitted/maintained by contractor under the contract
 1. Health and safety Management Plan, Emergency Procedures and Contingency Plan, Traffic Management Plan, EMP / RAP /HIV-AIDS Prevention Plan and action plan for contract compliance (review within 30 days)
 2. Contractor's internal records; documentation, internal auditing, reporting verification and certification to ensure that it reflect the Contractor's CQAMP requirements initially (review within 14 days)
 3. Contractor's program and updates thereof (review within 2 weeks) and advice to establish methods, arrangements and timings for various activities be realistic and coherent to site condition in achieving service levels specified in the contract
 4. All technical submissions (review within 14 days)
 5. Any other (review within 30 days)
 6. Random reviews of above all at frequency not exceeding 12 months.
 - iv. approve the proposed centre-line reference levels for the roads as proposed by the Contractor

- v. assist PIU in getting proper day to day implementation of contract through reviews, inspections, audits and training.
 - 1. arrange and attend bi-monthly Management Meetings of Employer or his Representative/Client and recording the proceedings thereof
 - 2. arrange site inspections as decided under para XX and job conferences; prepare draft minutes and circulate approved minutes
 - 3. checking the Contractor's work as per frequency decided in para XX, notifying the Contractor of any defects found and requesting additional testing as considered necessary
 - 4. Auditing annually contractor's quality assurance processes through approved Random Verification Testing Plan.
 - 5. Bi-monthly verification of Service Levels achieved in relation to maintenance services for performance evaluation purposes and submitting the same to Employer's Representative
 - 6. checking the Contractor's monthly statements and recommending for the amounts due to be paid to the Contractor
 - 7. Bi-Monthly inspections/audits of selected audit lengths of the roads indicated by the Employer's Representative
 - 8. Drive over day time (once in a month) and night time inspection (once in 6 months) inspections and summarizing the outcomes from the inspection along with a detailed action plan to address any issues identified.
 - 9. Review and certification of the Contractor's test results, review of the Contractor's request for substantial completion and amended Periodic Payment Report (including any RDPM survey results) provided to the Employer
- vi. recommend extension of the dates for achieving compliance with Service Level Criteria if warranted by the occurrence of unforeseen events or by the issuance of changes to the contract advising necessary actions on requests for contract changes as made by either the Contractor or the Employer.
- vii. Overview the necessary signalling and demarcation of work zones and bypasses by the Contractor to ensure their sufficiency for safety of road users, including non-motorised road users and pedestrians
- viii. Submitting advice on any claim or dispute regarding OPRC contract and to make recommendations thereon, including possible recourse to the Dispute Review Board (DRB)
- ix. Advise the employer steps/works required during emergency to avoid or reduce the risk to safety of life, works and adjoining properties.
- x. determining the justification for Emergency Works and the recommending the issuance of Work Orders in respect thereof to Employer's Representative;
- xi. assist engineering staff from the PIU & R&BD in completing inspections during or immediately following defined Emergency Events to verify the extent of any damage of disruption as a result of the emergency event, determine estimates of repair costs and to assist with the coordination of the Contractor's resources in the restoration of the operational capacity of roads as soon as possible following of the declared event
- xii. assist the PIU/R&BD's staff in completing
 - 1. Joint inspections required at 12 months prior to end of contract (OPRC/Consultancy as the case may be) to determine extent of residual work,
 - 2. Joint inspections required at 6 months prior to the end of OPRC / Consultancy as the case may be) for identifying and agreeing any additional remedial works
 - 3. Joint inspection required, as the case may be, at 2 months before the end of the Defects Liability period for confirming no works pendency

4. Joint inspection required no later than ten (10) days after the end of the OPRC contract (if the case may be so) with the purpose of confirming that all required works have been adequately completed.
- xiii. Reporting Inception report: (Maximum Four weeks from date of start): This should include introduction of all team members and tasks assigned to them and how each task is proposed to be carried out, the project quality assurance plan, technical approach, the methodology, the equipment, and the software(s) which the consultant proposes to use and proposal(s) to train the counterpart personnel. The consultant shall also make a presentation before the review committee on the proposed technical approach and methodology.
1. Monthly Reports covering all activities stipulated under OPRC contract including all activities listed above, besides activities performed by the consultant in compliance of consultancy contract referring summary of all other stand-alone reports mandated herein. The monthly report shall also include other activities / task when completed for which no payment release is linked directly.
 - a. In Pre-Procurement stage, these reports shall cover mobilization / demobilization schedule, key activities carried out, invoices pending with client, site specific problems encountered, data acquisition status, and any other matter requiring client's specific attention and intervention
 - b. In Post-Procurement stage, as per (a) above and details of implementation status, inspections, audits and other activities where separate stand-alone reports are not mandated herein.
2. Interim Report 1 (Two months from date of start) which would contain inter alia:
 - a. A-1: Generic service levels for each class of road and performance evaluation system.
 - b. A-2: Cost Recovery Model & payment strategy for utility provider – access permission seekers.
 - c. A-4: Report on existing capacity of contracting industry to deliver OPRC contracts. Recommendations regarding actions required for improving capability and capacity of contracting industry.
 - d. A-5: Report on
 - i. Review/inspection/audit regime to be adopted during implementation of OPRC
 - ii. Draft OPRC contract format
 - e. A-8: Report on data collection program
 - f. A-3: Report on legal framework required for carrying out OPRC contract in Gujarat State.
3. Interim Report 2 (Four months from date of start) which would contain inter alia
 - a. A-6: Final OPRC contract format after discussion with Public Works Department and industry.
 - b. A-7: Report on Risk Allocation.
 - c. A-8: Compiled data report (fit to be handed over to contractor).
 - d. A-9 & A-10 Service levels for each road, pavement strengthening and re-surfacing strategies, Contract Packaging based on capabilities of contractors.
 - i. Conceptual design for rehabilitation and up gradation contracts meeting technical, environmental and social frame work

- ii. Confidential price estimate for each contract.
 - iii. Financial Model report and recommendation.
 - iv. Basis and price estimate for emergency works
 - v. Draft Bid Documents with Brief notes covering salient points of bidding documents to be distributed among the contractors during the pre-bid workshop and Proposed prequalification scoring system and final pre-qualification documents
4. Draft Final Report : (Six months from date of start) Final Report (Nine months from date of start)
 - a. Draft final report shall be modified if required based on experiences during pre-bid workshops. The final report shall incorporate the modifications approved by review committee as well as final bidding document.
 5. A-13 Pre-qualification evaluation report.
 6. A-15 Tender Evaluation report.
 7. A-16 Training & Workshop Reports
 - a. Training Plan
 - b. Report upon conclusion of each Training/ workshops
 8. Semi-annual Data Collection (Inventory) Report
 9. Annual Progress
 10. Completion of the works;
 11. Combined Drive over Daytime and Night-Time Inspection Summary Report:
This report shall be prepared and submitted within 5 working days following the completion of the roads drive over.
 12. Hand-Over Report: Consultant shall prepare and submit this report within 5 working days of these completed inspections. This report will summarize the significant issues or defects identified along with recommendations for any necessary corrective actions
 13. Roads Condition Report: The Consultant shall prepare and submit a roads condition report within 4-weeks following the completion of each of the six monthly roughness surveys and yearly roads pavement deflection surveys and the post construction pavement deflection surveys. Post construction surveys will be in addition to the Contractor's construction confirmation quality surveys and will undertake by equipment and manpower provided under the OPRC contract. The report shall summarize as a minimum the following information:
 - a. Roads Average Surface Texture Depth (where measured) and exceptions from average target texture depths.
 - b. Roads Maximum and Average Roughness values for each road category and for sections of new pavement construction.
 - c. Roads Average Pavement Deflections for each loading category and post construction pavement deflections.
 - d. Where appropriate a summary of the output from the latest annual run of the Pavement Deterioration Model indicating the impact the current roads condition, and completed Resurfacing, Pavement Rehabilitation and Improvement works has had on condition trends and future financial forecasts.
 - e. This report shall provide a summary discussion on the achievement by the Contractor in completing the required quantities of asset preservation works and improvement works and the quality that has been achieved. This information combined with the results of the above surveys shall be used by the Consultant to provide comprehensive recommendations to the Client on

the extent of any pavement asset consumption that be occurring and nay actions required to address the risk, including any increase or reduction in the annual preservation quantities specified within the OPRC document.

- f. The summary in this report shall also be used to confirm conformance with the OPRC document Road Durability Performance Measure (RDPM's). This report shall also include recommendations drawn from further pavement condition modelling and any other investigations or tests commissioned by the Client. The report shall also make recommendations concerning the need for future model calibration needs including the establishment and monitoring of any long-term pavement modelling calibration sites.

14. Final consultancy Report shall be with contents and cross references to earlier reports making deemed single report for the entire period of consultancies.

- i. Recommending the payment due upon termination of the contract.

Composition of Review Committee to Consultant's Works

38. A reviewing committee consisting of the following officers of the PIU/RBD shall review the progress of the work and the reports to be submitted by the consultant including monitoring of incorporation of comments of PIU/RBD and World Bank.

- | | |
|----------------------------|------------|
| 1. Chief Engineer, WB | - Chairman |
| 2. OSD (SP), RBD | - Member |
| 3. SE, PIU | - Member |
| 4. EE, SRP Division Rajkot | - Convener |

Procedure for Review of Reports

39. The Review Committee will review the reports submitted by the Consultant, give suggestions and modifications, if any, within three weeks of receipt and would be sole authority to approve the reports.

Review Committee may also hold meeting with the Consultant as necessary to discuss reports submitted and review the progress etc.

Duration of the assignment

40. It is expected that work pertaining to OPRC shall be carried over 4 years. In first @ 10 months, consultant is expected to deliver bidding documents. @ 6-8 months are earmarked for procurement processes. During @ 1 to 1.5 year then-after, execution of the initial civil works is expected to be complete. During the remaining period, consultant is expected to monitor the contract and train PIU/R&BD staff. The Client reserves the right to review the level of Consultant engagement on all tasks subject to the extent of his own internal resource and skills capacity and the transfer of knowledge completed as part of the Client's internal training programme and will be given advance information in order to facilitate such a demobilization of Consultant's staff.

Team Composition

41. It is the consultant responsibility to assess the required inputs of Key Professional, provide necessary logistic arrangements to render these services efficiently and diligently. The consultant shall deploy adequate numbers of suitably qualified and experienced junior professional and technical support staff to assist the key professionals to render these services in a time bound manner. When proposing the team members, the

consultant should make sure that the proposed staffs are actually available and aware of the intensity of the required travel. Any Change in key personal shall be permitted only under exceptional circumstances.

42. The team shall operate from a Home office established at Gandhinagar / Ahmedabad.

Data, Facilities and Resources to be provided by the Employer

43. The following and any other similar data that is available shall be provided by the R&BD/PIU for reference only.

- a) Available information in respect of, existing road inventories including data on pavement history and condition, traffic statistics and road accident statistics, geographical maps of concerned districts including category of road thereon. However, consultant shall be required to collect any necessary information, which is not available with PIU/R&BD and shall be responsible for any translation of documents and for processing of all data;
1. Copy of the DPRs available in respect of two road corridors.
 2. ESMF
 3. HIV/AIDs Prevention Plan
 4. Traffic census

44. **Payment Terms :**

45. It is stipulated that overall financial proposal (Part A and Part B together) in line with ToR and Financial Proposal Forms as per RFP, by the bidders shall have proportion not more than 35% for Part-A to that of overall cost.

45.1 Bids quoting more than 35% of the overall cost for Part A shall be considered non responsive and the bid will not be considered for the evaluation and rejected.

Part A: Pre-Procurement services

46. The consultant’s services shall be remunerated on Lump sum basis based upon the deliverables schedule

Till procurement (18 m)

Deliverables from start of the assignment Part A	Percentage of Part A
Inception Report (within 1 month)	5%
Interim Report 1 (within 2 months)	5%
Interim Report 2 (within 4 months)	5%
Draft final Report (within 6 months)	10%
Procurement Documents (within 8 months)	10%
Final Report (within 9 months)	10%
Pre-Qualification Report (within 12 months)	10%
Training/Workshops (within 14 month)	05%
Tender Evaluation Report (within 14 months)	10%
Upon Signing of Contract by Successful Bidder for OPRC Implementation	10%
Upon 50% Physical Progress of Implementation (Civil Construction) Work Accomplishment on Ground (during Part B)	20%
Total	100%

Part B: Post-Procurement services

47. The consultant's services shall be remunerated on Time based inputs as per the quoted remuneration against the provision of Professionals during Post Procurement period for 30 months. Part-B shall be initiated only after written notice to proceed by The Client. Although Part-B contract shall be in force for 48 months, payment mechanism for Part-B shall start upon The Client notice only. Such notified month shall be reckoned as first month of 30 months Post-Procurement services. Advance payment as per agreement and monthly payment shall start only after such notice by The Client. Thereon payments shall follow as per the Time-based contract of Part-B, provided that acceptable services and reports as stipulated are provided by the Consultant.
48. Within 15 days after the Start Date of Part-B as advised by the Client, the advance payment will be made against a bank guarantee. The advance payment will be set off in equal instalments against the monthly invoices for the first 6 months of the Services until the advance payment has been fully set off.
49. Within 15 days after the end of each calendar month, the Consultant shall submit itemized statements, accompanied by copies of invoices, and vouchers, of the amounts payable for the month. The payment shall be made as per contract. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.
50. The final payment shall be made after the final report and the final statement.
51. **List of Key Positions whose C.V. and Experience would be evaluated**
- (i) Team Leader
 - (ii) Highway Specialist
 - (iii) Pavement Management Specialist
 - (iv) Procurement Specialist
 - (v) Roads Management Specialist
 - (vi) Legal Advisor
 - (vii) Financial Management Specialist
 - (viii) Principal Auditor
 - (ix) OPRC Operational Specialist/ Asset Manager

Total indicative man month of above key staff for both the Parts would be:

Part A: Pre-Procurement services: 45 Man Months

Part B: Post-Procurement services: 86 Man Months

Total: 131 Man Months

Staff Qualifications

52. The Consultant shall submit names, Curriculum Vitae (CVs) and certified copies of qualifications for all these key professional staff. The certified copies of qualifications shall be in English or accompanied by certified translations in English where the original qualifications are not in English. All the key staff are required to be proficient in English. The evaluation will be based on all the following key professional staff.

53. **Team Leader:** The person shall be a senior highway engineer. He should have degree in Civil/Highway Engineering or equivalent with **minimum 15 year's experience. He must have minimum 4 years of international experience. He must have experience in designing and implementing OPRC project.** The incumbent must have **minimum 2 years of experience as Team Leader** on similar assignments and work experience of 2 years in projects funded by international financing institutions. Knowledge of international 'best practices', modern highway construction technology, Associated risks, Key performance measures, project management, implementation and operation of performance based road maintenance contracts, road asset valuation and road asset management is important. The candidate must have proven record as Highway Engineer and project manager.
54. **Highway Specialist:** The candidate should have degree in Civil engineering with **minimum 10 years of experience** of which minimum **Six years experience in Performance based road contracts covering at least two projects is essential.** The person should have minimum 2 years experience on major highway projects funded by international lending agencies. Knowledge of international 'best practices' and modern highway construction technology is important.
55. **Pavement Management Specialist:** The candidate should have degree in Civil engineering with **minimum 15 years of experience** of which minimum five years in Pavement management is essential. Experience in Performance based road contracts shall be an added advantage. The person should be thoroughly conversant with various internationally accepted design methodologies applicable for tropical countries, both flexible and rigid pavement, and fully familiar with international 'best practices'. Experience in pavement & sub grade investigations including deflection tests and in design of pavement rehabilitation & strengthening is a necessity. Further, experience and knowledge in use of latest HDM-IV and/or other equivalent evaluation models is vital. The person must have experience in designing appropriate cost effective pavements making best use of locally available materials. Thorough experience on planning and managing traffic surveys and studies, roads analysis, transport demand forecasting, roads planning and traffic management is essential. The candidate must be conversant with the latest analysis and planning tools.
56. **Procurement Specialist:** The candidate should have a degree in civil engineering with **minimum 10 years of experience** of which at least 5 years on procurement of works and quantity surveying in more than one country. The person should have at least 2 years experience on major highway projects funded by international lending agencies. In-depth knowledge and experience on FIDIC conditions of contract, preparation of civil works bid documents, bid evaluation including evaluation of post-qualification application and analysis of rates are essential.
57. **Roads Management Specialist:** The candidate must have a Masters degree or equivalent in Transportation with **minimum 15 years of experience** out of which at least 4 years on road projects. Experience of at least 2 years in developed countries and of at least 3 years in developing countries, particularly in Asia, is essential. Experience and knowledge in use of latest HDM-IV and/or other equivalent evaluation models is essential. Thorough experience on planning and managing traffic surveys and studies, roads analysis, transport demand forecasting, roads planning and traffic management is essential. The candidate must be conversant with the latest analysis and planning tools.
58. **Legal Advisor:** The candidate must have a **minimum of 10 years experience** of on legal drafting of legislations / regulations / contracts in relation to transport sector

development. A registered attorney, with a minimum of a LLB academic degree or equivalent, and a minimum of 10 years post registration experience in carrying out cases related to contract law for civil engineering works. Knowledge of appropriate Indian laws is a must.

59. **Financial Management Specialist:** The candidate must have a **minimum of 10 years experience** of financial management applied in infrastructure project. Proven experience in financial modelling and preparation cost recovery options for major infrastructure investments. A minimum equivalent education comparable to MSc in engineering or Business management and 8 years post registration experience in preparation of Financial and Economic investment studies for Civil works construction projects is desirable.
60. **Principal Auditor:** The candidate shall be a senior highway engineer. He should have degree in Civil/Highway Engineering or equivalent with minimum 10 years' experience. Knowledge of international 'best practices' relating to asset management, quality management and auditing of performance based road maintenance contracts, modern highway construction technology, associated risks, key performance measures and project management is required.
61. **OPRC Operational Specialist/ Asset Manager:** The candidate shall be a senior highway engineer. He should have a degree in Civil/Highway Engineering or equivalent with minimum 7-years of experience with the operational management of roads, including all facets of road asset management. A minimum of 3 years' experience with road/highway asset management (operations and maintenance) is essential.

The CV of the following Sub Professional staff will not be evaluated but C.V. should be submitted for approval of the client before mobilization.

62. **Data Analyst/Statistician:** The candidate must have a minimum of 5 years' experience in the management of specialist road asset management databases and associated analysis packages including GIS and GPS systems. The candidate shall preferably have a tertiary degree/diploma in statistics and will be familiar with the typical analysis and reporting of road condition and inventory data required to develop long term asset management policies and strategies.
63. **Environmental Specialist:** The person should have Master's degree or equivalent in environmental science or in related other disciplines with about 7 years of experience of which about 5 years on environmental impact assessment of development projects. Related experience of about 2 years in developing countries and about 2 Highway Project is essential. The candidate must have full knowledge of the World Bank's guidelines, procedures and operational policies/directives and applicable Indian laws. Experience of working as environmental expert in at least two World Bank funded project is required. The candidate must have the experience of preparing environmental management plans and supervising & monitoring implementation of the plans.

Attachment I

List of roads for OPRC

Package No.	Name of Road	Improvement	Length (Km.)	Cost M US\$	Mode of Execution	Procurement Mode	Consultancies engaged other than PMC			Contract Period	DLP and or O&M
							Design	CSC / QATA / IE	Implementation of RAP, R&R, IPDP, HPP		
GSHPII/OPRC/ICB/ 02	(a) Dhandhuka-Dholera	(a) Widening & Strengthening	27.00	35.27	Item Rate	OPRC* (NCB)	Partly completed	IE	No	120 Months	7.5 Year
	(b) Paliyad-Dhandhuka	(b) Rehabilitation	46.00								
	(c) Limbadi-Dhandhuka	(c) Rehabilitation	34.65								

Indicative Man-months

Sr. No.	Name of Key Professionals	Man Months Part A	Man Months Part B	Total Man Months
1	Team Leader	12	22	34
2	Highway Specialist	10	18	28
3	Pavement Management Specialist	6	6	12
4	Procurement Specialist	5	8	13
5	Roads Management Specialist	4	9	13
6	Legal Adviser	3	3	6
7	Financial Management Specialist	2	4	6
8	OPRC Operational Specialist/ Asset Manager	2	3	5
9	Principal Auditor	1	13	14
	Total Man Months	45	86	131

Section-8 Conditions of Contract and Contract Forms

**STANDARD FORM
OF
CONTRACT**

**Consultancy Services for Preparation of DPR, BID
Documents, Monitoring, Engineering for OPRC Road
Works for Gujarat State Highway Project- II
Part-A: Pre-Procurement**

Lump-Sum

Contents

Preface	
I. Form of Contract	
II. General Conditions of Contract	
A. General Provisions	
1. Definitions	
2. Relationship Between the Parties	
3. Law Governing Contract	
4. Language	
5. Headings	
6. Communications	
7. Location	
8. Authority of Member in Charge	
9. Authorized Representatives	
10. Corrupt and Fraudulent Practices	
B. Commencement, Completion, Modification and Termination of Contract	
11. Effectiveness of Contract	
12. Termination of Contract for Failure to Become Effective	
13. Commencement of Services	
14. Expiration of Contract	
15. Entire Agreement	
16. Modifications or Variations	
17. Force Majeure	
18. Suspension	
19. Termination	
C. Obligations of the Consultant	
20. General	
21. Conflict of Interests	
22. Confidentiality	
23. Liability of the Consultant	
24. Insurance to be Taken out by the Consultant	
25. Accounting, Inspection and Auditing	
26. Reporting Obligations	
27. Proprietary Rights of the Client in Reports and Records	
28. Equipment, Vehicles and Materials	
D. Consultant's Experts and Sub-Consultants	
29. Description of Key Experts	
30. Replacement of Key Experts	
31. Removal of Experts or Sub-consultants	
E. Obligations of the Client	
32. Assistance and Exemptions	
33. Access to Project Site	
34. Change in the Applicable Law Related to Taxes and Duties	

35. Services, Facilities and Property of the Client	
36. Counterpart Personnel.....	
37. Payment Obligation	
F. Payments to the Consultant	
38. Contract Price.....	
39. Taxes and Duties.....	
40. Currency of Payment	
41. Mode of Billing and Payment	
42. Interest on Delayed Payments.....	
G. Fairness and Good Faith	
43. Good Faith	
H. Settlement of Disputes.....	
44. Amicable Settlement	
45. Dispute Resolution.....	
Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices	
III. Special Conditions of Contract.....	
IV. Appendices.....	
Appendix A – Terms of Reference	
Appendix B - Key Experts	
Appendix C – Breakdown of Contract Price	
Appendix D - Form of Advance Payments Guarantee	

Preface

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

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name *Consultancy Services for Preparation of DPR, BID Documents, Monitoring, Engineering for OPRC Road Works for Gujarat State Highway Project- II Part-A: Pre-Procurement.*

[Loan/Credit/Grant] No. _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture] [add signature blocks for each member if all are signing]

II. General Conditions of Contract

i. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Guidelines” means Guidelines for Selection and Employment of consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.
 - (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (h) “Day” means a working day unless indicated otherwise.
 - (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” means the government of the Client’s country.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of the Client’s country.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

- 3. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. **Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and

necessarily incurred, and, if required by the Client, in reactivating the Services; or

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

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

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

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

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

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in

Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

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

e. Payment upon Termination

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

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

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

- b. Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 21. Conflict of Interests**
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 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.
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

26. Reporting Obligations

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

27. Proprietary Rights of the Client in Reports and Records

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

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

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the

Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 29. Description of Key Experts** 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 30. Replacement of Key Experts** 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 31. Removal of Experts or Sub-consultants** 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

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

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

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property

thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

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

35. Services, Facilities and Property of the Client

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

36. Counterpart Personnel

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

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

37. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

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

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

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

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

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

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

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

G. FAIRNESS AND GOOD FAITH

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

H. SETTLEMENT OF DISPUTES

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

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

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

II. General Conditions

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

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

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

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹⁷;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation¹⁸;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹⁹;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party²⁰;

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

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

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

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures²¹, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated²² sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.
-

²⁰ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

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

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

III. Special Conditions of Contract

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

Number of GC 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: <u>English</u>
6.1 and 6.2	<p>The addresses are:</p> <p style="padding-left: 40px;">The Chief Engineer (World bank) Roads and Buildings Department Government of Gujarat Gandhinagar-Gujarat.</p> <p>e-mail:</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is <i>[insert name of the member]</i></p>
9.1	<p>For the Client:</p> <p style="padding-left: 40px;">The Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010, Gujarat.</p> <p>For the Consultant:</p>

11.1	The effectiveness conditions are the following: <u>Approval of the contract by the Bank.</u>
12.1	Termination of Contract for Failure to Become Effective: The time period shall be <u>90 days</u>
13.1	Commencement of Services: The number of days shall be <u>30 days (Thirty days)</u> Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be <u>18 months for Part A only.</u>
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 wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage;</p> <p style="padding-left: 80px;">and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p 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 [insert “Applicable Law”, if it is the law of the Client’s country, or insert “applicable law in the Client’s country”, if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client’s country].</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)</i></p>
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	<p><i>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>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> a) Professional liability insurance, with a minimum coverage of <i>two times of contract price</i> b) <i>Third party motor vehicle liability insurance in respect of motor 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.
<p>27.1</p>	<p>No exceptions</p>

*Gujarat State Highway Project-II
 Consultancy Services for Preparation of DPR, BID Documents,
 Monitoring, Engineering for OPRC Road Works
 Request for Proposal*

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.
30	Add 30.3 as new para at the end of clause 30.2 as below Para 30.3 - Deduction shall be made on replacement of foreign/local staff during the contract period as per illustration shown in Annexure-II.
32.1 (a) through (f)	32.1(a),(b),(c),(e), (f) and (g) shall prevail. The client will provide details specified in Appendix-E to the consultant at no cost.
38.1	<p>The Contract price is: _____ [insert amount and currency for each currency as applicable] inclusive of local indirect taxes except Service Tax.</p> <p>Any indirect local taxes, service tax only, chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed” by the Client “to” the Consultant.</p>
	<p>The amount of such taxes is _____ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</p>
39.1 and 39.2	The client will reimburse service tax paid by the consultant. However consultant shall have to produce all relevant original documents of payment of such tax to the client at the time of raising the claim / invoice for the same.

41.2	<p>The payment schedule:</p> <p>Part A: Lumpsum Fees as per Appendix C for Part A</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Deliverables from start of the assignment Part A</th> <th style="text-align: center;">Percentage of Part A</th> </tr> </thead> <tbody> <tr> <td>Inception Report (within 1 month)</td> <td style="text-align: center;">5%</td> </tr> <tr> <td>Interim Report 1 (within 2 months)</td> <td style="text-align: center;">5%</td> </tr> <tr> <td>Interim Report 2 (within 4 months)</td> <td style="text-align: center;">5%</td> </tr> <tr> <td>Draft final Report (within 6 months)</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>Procurement Documents (within 8 months)</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>Final Report (within 9 months)</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>Pre-Qualification Report (within 12 months)</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>Training/Workshops (within 14 month)</td> <td style="text-align: center;">05%</td> </tr> <tr> <td>Tender Evaluation Report (within 14 months)</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>Upon Signing of Contract by Successful Bidder for OPRC Implementation</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>Upon 50% Physical Progress of Implementation (Civil Construction) Work Accomplishment on Ground (during Part B)</td> <td style="text-align: center;">20%</td> </tr> <tr> <td>Total</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table>	Deliverables from start of the assignment Part A	Percentage of Part A	Inception Report (within 1 month)	5%	Interim Report 1 (within 2 months)	5%	Interim Report 2 (within 4 months)	5%	Draft final Report (within 6 months)	10%	Procurement Documents (within 8 months)	10%	Final Report (within 9 months)	10%	Pre-Qualification Report (within 12 months)	10%	Training/Workshops (within 14 month)	05%	Tender Evaluation Report (within 14 months)	10%	Upon Signing of Contract by Successful Bidder for OPRC Implementation	10%	Upon 50% Physical Progress of Implementation (Civil Construction) Work Accomplishment on Ground (during Part B)	20%	Total	100%
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Total	100%																										
41.2.1	Not applicable																										
41.2.4	<p>The accounts are: for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>																										
42.1	<p>The interest rate is: <i>9% per annum for Payment in INR.</i></p> <p><i>The interest rate is: LIBOR+1.5 % per annum for Payment in foreign currency</i></p>																										

45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
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	<p>2. Rules of Procedure. Except as otherwise stated herein, Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India or amendment thereof unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</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 [If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none">(a) the country of incorporation of the Consultant [If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. <p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none">(a) proceedings shall, unless otherwise agreed by the Parties, be held in _____(b) the <i>English</i> language shall be the official language for all purposes; and(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

.....
.....

APPENDIX B - KEY EXPERTS

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

.....
.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall

reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

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

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

(Expressed in [insert name of currency])*

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature _____

Date _____

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

Bank Guarantee for Advance Payment

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

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

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

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

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

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

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

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

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

[signature(s)]

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

APPENDIX E-DETAILS TO BE PROVIDE BY THE CLIENT

The Client will provide the following inputs, project data, and reports:

Prepared DPR for W&S of Dhandhuka-Dholera and DPR for Strenethening only for Dhandhuka-Paliyad road sections. These DPRs include design reports, drawing volume, cost-estimates and enviro-social safeguard documents. All available reports for these two road sections along with in-house data available (it is to be noted that DPRs are not prepared for one section) at R&BD for Dhandhuka-Limbdi section will be made available to the consultants. All such data is for reference only. The bidders are required to have appropriate due diligence on its own.

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

Amount in Rs. (INR):

Total contract value: 120 Lacs

Remuneration of foreign & local staff: 72 Lacs

Total assignment period: 12 months

Average Monthly Remuneration = $72/12 = 6$ Lacs

	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Bill	B1	B2	B3	B4	B5	B6	B7	B8	B9	B10	B11	B12
Replacement	Nil	R1		R2		R3			R4		R5	
Withheld	-	0.01* B2	0.01* B2	0.01* (B2+B4)	0.01* (B2+B4)	0.01* (B2+B4+B6)						
Deduction									0.01 *(B2+B4+B6) + 0.01 *6 Lacs		0.01* 6 Lacs.	

Total Deduction = $0.01 * (B2+B4+B6) + 0.01* 12$ Lacs

In case, 4th and 5th replacement was not there, then withheld amount i.e. $0.01 * (B2+B4+B6)$ would be released in final bill.

Maximum amount of deduction i.e. 5 % of Contract Value is 5 % of 120 = 6 Lacs

Section-8 Conditions of Contract and Contract Forms

**STANDARD FORM
OF
CONTRACT**

**Consultancy Services for Preparation of DPR, BID
Documents, Monitoring, Engineering for OPRC Road
Works for Gujarat State Highway Project- II
Part-B: Post-Procurement**

Time Based

CONTENTS

I	Form of Contract
II	General Conditions of contract
	A General Provisions
1	Definitions
2	Relationship Between the Parties
3	Law Governing Contract
4	Language
5	Headings
6	Communications
7	Location
8	Authority of Member in Charge
9	Authorized Representatives
10	Corrupt and Fraudulent Practices
	B Commencement, Completion, Modification and Termination of Contract
11	Effectiveness of Contract
12	Termination of Contract for Failure to Become Effective
13	Commencement of Services
14	Expiration of Contract
15	Entire Agreement
16	Modifications or Variations
17	Force Majeure
18	Suspension
19	Termination
	C Obligations of the Consultant
20	General
21	Conflict of Interests
22	Confidentiality
23	Liability of the Consultant
24	Insurance to be Taken out by the Consultant
25	Accounting, Inspection and Auditing
26	Reporting Obligations
27	Proprietary Rights of the Client in Reports and Records
28	Equipment, Vehicles and Materials
	D Consultant's Experts and Sub-Consultants
29	Description of Key Experts
30	Replacement of Key Experts
31	Approval of Additional Key Experts
32	Removal of Experts or Sub-consultants
33	Replacement/ Removal of Experts – Impact on Payments
34	Working Hours, Overtime, Leave, etc.

E Obligations of the Client

- 35 Assistance and Exemptions
- 36 Access to Project Site
- 37 Change in the Applicable Law Related to Taxes and Duties
- 38 Services, Facilities and Property of the Client
- 39 Counterpart Personnel
- 40 Payment Obligation

F Payments to the Consultant

- 41 Ceiling Amount
- 42 Remuneration and Reimbursable Expenses
- 43 Taxes and Duties
- 44 Currency of Payment
- 45 Mode of Billing and Payment
- 46 Interest on Delayed Payments

G Fairness and Good Faith

- 47 Good Faith

H Settlement of Disputes

- 48 Amicable Settlement
- 49 Dispute Resolution

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

III Special Conditions of Contract

IV Appendices

Appendix A - Terms of Reference

Appendix B - Key Experts

Appendix C - Remuneration Cost Estimates

Appendix D - Reimbursable Expenses Cost Estimates

Appendix E - Form of Advance Payments Guarantee

CONTRACT FOR CONSULTANT'S SERVICES

Time-Based

Project Name *Consultancy Services for Preparation of DPR, BID Documents, Monitoring, Engineering for OPRC Road Works for Gujarat State Highway Project- II Part-B: Post-Procurement.*

[Loan/Credit/Grant] No. _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. FORM OF CONTRACT (TIME-BASED)

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, 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 Gujarat State Highway Project - II 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>
<p>2. Relationship between the Parties</p>	<p>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.</p>
<p>3. Law Governing Contract</p>	<p>3.1. This Contract, its meaning and interpretation, and the</p>

*Gujarat State Highway Project-II
Consultancy Services for Preparation of DPR, BID Documents,
Monitoring, Engineering for OPRC Road Works
Request for Proposal*

	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

	<p>Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>17.2. Force Majeure shall not include</p> <ul 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>
<p>b) No Breach of Contract</p>	<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>
<p>c) Measures to be Taken</p>	<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> <ul style="list-style-type: none"> a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. <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>
<p>18. Suspension</p>	<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> <ul style="list-style-type: none"> i. shall specify the nature of the failure, and ii. shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
<p>19. Termination</p>	<p>19.1. This Contract may be terminated by either Party as per provisions set up below:</p>
<p>a) By the Client</p>	<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> <ul style="list-style-type: none"> 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>b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</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>
<p>b) By the Consultant</p>	<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>

**Gujarat State Highway Project-II
 Consultancy Services for Preparation of DPR, BID Documents,
 Monitoring, Engineering for OPRC Road Works
 Request for Proposal**

		d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
c) Cessation of Rights and Obligations	19.1.4.	Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
d) Cessation of Services	19.1.5.	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
e) Payment upon Termination	19.1.6.	Upon termination of this Contract, the Client shall make the following payments to the Consultant: a) 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

<p>20. General</p> <p>a) Standard of Performance</p>	<p>20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.</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>
<p>a) Law Applicable to Services</p>	<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>

Gujarat State Highway Project-II
Consultancy Services for Preparation of DPR, BID Documents,
Monitoring, Engineering for OPRC Road Works
Request for Proposal

	20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
21. Conflict of Interests	21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
a) Consultant Not to Benefit from Commissions, Discounts, etc.	21.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment. 21.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
b) Consultant and Affiliates Not to Engage in Certain Activities	21.1.3. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
c) Prohibition of Conflicting Activities	21.1.4. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d) Strict Duty to Disclose Conflicting Activities	21.1.5. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its

*Gujarat State Highway Project-II
 Consultancy Services for Preparation of DPR, BID Documents,
 Monitoring, Engineering for OPRC Road Works
 Request for Proposal*

	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	27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans,

<p>Records</p>	<p>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.</p> <p>27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
<p>28. Equipment, Vehicles and Materials</p>	<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

<p>29. Description of Key Experts</p>	<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>
<p>30. Replacement of Key Experts</p>	<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>
<p>31. Approval of Additional Key Experts</p>	<p>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.</p>
<p>32. Removal of Experts or</p>	<p>32.1 If the Client finds that any of the Experts or Sub-consultant</p>

Sub-consultants	<p>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	<p>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.</p>
34. Working Hours, Overtime, Leave, etc.	<p>34.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in Appendix B.</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> <p>a) Assist the Consultant with obtaining work permits</p>

	<p>and such other documents as shall be necessary to enable the Consultant to perform the Services.</p> <ul style="list-style-type: none"> b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract. c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country. f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. g) Provide to the Consultant any such other assistance as may be specified in the SCC.
<p>36. Access to Project Site</p>	<p>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</p>

*Gujarat State Highway Project-II
 Consultancy Services for Preparation of DPR, BID Documents,
 Monitoring, Engineering for OPRC Road Works
 Request for Proposal*

	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	<p>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.</p> <p>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.</p>

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.
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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 (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	44.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC .
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 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</p>

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

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 party⁷;
 - 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 obligation⁸;
 - 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 party⁹;
 - 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 party¹⁰;

⁷ 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.

⁸ 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.

⁹ 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 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 procedures¹¹, 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 nominated¹² sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

¹⁰ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

¹¹ 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.

¹² 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:</p> <p>The Chief Engineer (World bank) Roads and Buildings Department Government of Gujarat Gandhinagar-Gujarat. e-mail:</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 _____ <i>[insert name of the member]</i>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p style="text-align: center;">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: 15 (fifteen) from the date of written notice to proceed by The Client
14.1	Expiration of Contract: The time period shall be: 48 Months.

<p>21 b.</p>	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3:</p> <p>Yes</p>
<p>23.1</p>	<p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>a) Except in the case of gross negligence or 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 [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>b) This limitation of liability shall not</p> <p 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</u></i></p>

	<p><i>Bank. 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>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> f) Professional liability insurance, with a minimum coverage of three times of contract price g) 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. h) (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) 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 j) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
<p>27.1</p>	<p><i>No exceptions</i></p>
<p>27.2</p>	<p>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.</p>
<p>clause 33</p>	<p><i>Add the following paragraph at the end of the clause :</i></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 own, up to total assignment period and limited to 5 % of contract value. For more clarification refer Annexure-II.</i></p>
<p>35.1 (a) through (g)</p>	<p><i>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.</i></p>
<p>41.2</p>	<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>
<p>42.3</p>	<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 for Part-B (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Commencement of Services for Part-B Contract upon written notice to proceed by The Client) by applying the following formula:</p>

	$R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right]$ <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 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 for Part-B (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Commencement of Services for Part-B Contract upon written notice to proceed by The Client) by applying the following formula:</p> $R_l = R_{lo} \times \left[0.1 + 0.9 \frac{I_l}{I_{lo}} \right]$ <p>Where R_l is the adjusted remuneration, R_{lo} is the remuneration payable on the basis of the rates set forth in Appendix C for remuneration payable in local currency, I_l 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, I_{lo} is the official index for salaries in India as indicated above for the month of the date of the Contract. }</p>
<p>43.1 and 43.2</p>	<p>The Client shall reimburse the Consultant, any indirect taxes i.e. service tax, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants.</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>
<p>44.1</p>	<p>The currencies of payment shall be the following: _____</p>

45.1(a)	<p>The amount of advance payment is 5% of the contract price of Part-B. The advance payment shall be paid in currency INR. This advance shall be paid after notice to proceed for Part-B by The Client in writing and against the production of unconditional Bank Guarantee in the format given in Appendix-E. Validity of Bank Guarantee shall be 6 months.</p> <p>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.</p>
45.1(e)	<p>The accounts are: for foreign currency: [insert account]. for local currency: [insert account].</p>
46.1	<p>The interest rate is: 9% per annum for Payment in INR. The interest rate is: LIBOR+1.5 % per annum for Payment in Foreign currency</p>
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

	<p>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></p> <p>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></p> <p>to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. Rules of Procedure. Except as otherwise stated herein, Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India or amendment thereof unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract</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>a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>b) the country in which the Consultant's [or any of their</p>
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	<p>members' or Parties'] principal place of business is located; or</p> <p>c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p> <p>5. Miscellaneous. In any arbitration proceeding hereunder:</p> <p>a) proceedings shall, unless otherwise agreed by the Parties, be held in _____.</p> <p>b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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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

Prepared DPR for W&S of Dhandhuka-Dholera and DPR for Strengthening only for Dhandhuka-Paliyad road sections. These DPRs include design reports, drawing volume, cost-estimates and enviro-social safeguard documents. All available reports for these two road sections along with in-house data available (it is to be noted that DPRs are not prepared for one section) at R&BD for Dhandhuka-Limbdi section will be made available to the consultants. All such data is for reference only. The bidders are required to have appropriate due diligence on its own.

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 words]*)¹³ 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

¹³ 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.

Repayment of the amount of the advance payment, or on the---- day ----- of -----, 2-----,¹⁴ Whichever is earlier? Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

¹⁴ 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 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

Amount in Rs. (INR):

Total contract value: 120 Lacs

Remuneration of foreign & local staff: 72 Lacs

Total assignment period: 12 months

Average Monthly Remuneration = $72/12 = 6$ Lacs

	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Bill	B1	B2	B3	B4	B5	B6	B7	B8	B9	B10	B11	B12
Replacement	Nil	R1		R2		R3			R4		R5	
Withheld	-	0.01* B2	0.01* B2	0.01* (B2+B4)	0.01* (B2+B4)	0.01* (B2+B4+B6)						
Deduction									0.01 *(B2+B4+B6) + 0.01 *6 Lacs		0.01* 6 Lacs.	

Total Deduction = $0.01 * (B2+B4+B6) + 0.01* 12$ Lacs

In case, 4th and 5th replacement was not there, then withheld amount i.e. $0.01 * (B2+B4+B6)$ would be released in final bill.

Maximum amount of deduction i.e. 5 % of Contract Value is 5 % of 120 = 6 Lacs

1.