

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: /2013-14

Loan No. IBRD-8313 IN

Selection of Consulting Services for:

"Consultancy Services for Internal Audit of
Second Gujarat State Highway Project (GSHP-II)"

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

Country: India

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

Issued on date: 20/02/2014

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

RFP No. /2013-14

Loan No. IBRD-8313 IN

OFFICE OF THE SUPERINTENDING ENGINEER
PROJECT IMPLEMENTATION UNIT
Ground Floor, Nirman Bhavan, Sector-10/A
Gandhinagar – 382010, Gujarat.
Date: 20/02/2014

PART – 1,

Section - 1 Letter of Invitation

To,

Dear Mr. /Ms:

1. The Government of India on behalf of Government of Gujarat (hereinafter called "Borrower") has applied for financing from the International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA) (hereinafter called "Bank") in the form of a ("loan") (hereinafter called "loan") toward the cost of Second Gujarat State Highway Project (GSHP-II). The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of Government of Gujarat and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. The Superintending Engineer, on behalf Governor of Gujarat, Project Implementation Unit, Second Gujarat State Highway Project (GSHP-II), now invites proposals from a Consulting Firm/ Consultants/Individuals to provide "Consultancy Services for Internal Audit of Second Gujarat State Highway Project (GSHP-II)". More details on the services are provided in the Terms of Reference (section 7).

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

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

Sr. No	Name of Firm
1	Ashok Chhajed & Associates
2	DGSM & Co.
3	Pipara & Co.
4	Agarwal & Dhandhanania

5. A Consulting Firm/ Consultants/individuals will be selected under Quality and Cost Based Selection Method(QCBS) and procedures described in this RFP, in accordance with the policies of the International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA) detailed in the Guidelines - Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: www.worldbank.org/procure.

6. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Bank’s Policy – Corrupt and Fraudulent Practices

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Lump Sum Selection method)

7. Please inform us by Date 24/02/2014 in writing at Office of the Executive Engineer, State Road Project Division, Vadodara, Block-E, 7thFloor, Kuber Bhavan, Kothi Char Rasta, Vadodara, 390 001, Gujarat. Tel.: + 91 (0265) 2418381 Fax: + 91 (0265) 2418381 E-mail: exesrd-vad-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)

8. Details on the proposal’s submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours Sincerely,

Office of the Executive Engineer,
State Road Project Division, Vadodara,
Block-E, 7thFloor, Kuber Bhavan,
Kothi Char Rasta, Vadodara, 390 001, Gujarat
Tel.: + 91 (0265) 2418381 Fax: + 91 (0265) 2418381
E-mail: exesrd-vad-rnb@gujarat.gov.in

Section 2 Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions
<p>(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.</p> <p>(c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>(d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>(e) “Borrower” means the Government, Government agency or other entity that signs the <i>[loan/financing/grant¹]</i> agreement with the Bank.</p> <p>(f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.</p> <p>(g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(j) “Day” means a calendar day.</p> <p>(k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(l) “Government” means the government of the Client’s country.</p> <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</p>

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

	<p>to the Client for the performance of the Contract.</p> <p>(n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(o) “ITC” (this Section 2 of the RFP) mean the Instructions to Consultants that provides 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>
	<h2>2. Introduction</h2>
	<p>2.1 The Client named in the Data Sheet intends to select a Consulting Firm / Consultant / Individuals, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project</p>

	data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.
3. Conflict of Interest	
3.1	The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
3.2	The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.
3.2.1	Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting activities	
(i)	Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	
(ii)	Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	
(iii)	Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage	
	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all short listed Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	
	<p>5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.</p>
6. Eligibility	
	<p>6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	
	6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.
b. Prohibitions	
	<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,</p>

	or entity in that country.
c. Restrictions for Government-owned Enterprises	
6.3.3	<p>Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they</p> <ul style="list-style-type: none"> (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client <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>
d. Restrictions for public employees	
6.3.4	<p>Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they</p> <ul style="list-style-type: none"> (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring <p>(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</p> <ul style="list-style-type: none"> (iii) Their hiring would not create a conflict of interest.
B. Preparation of Proposals	
7. General Considerations	
7.1	<p>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>
8. Cost of Preparation of Proposal	

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

	evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	
	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key 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>
b. Substitution of Key Experts at Validity Extension	
	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.</p>
c. Sub-Contracting	
	12.9 The Consultant shall not subcontract the whole of the Services.
13. Clarification and Amendment of RFP	
	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all short listed Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP</p>

	<p>by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all short listed Consultants and will be binding on them. The short listed Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the short listed Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	
	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a short listed Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-short listed Consultant(s), or (b) short listed Consultants if permitted in the Data Sheet. In all such cases a short listed Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-short listed firms in the form of a joint venture or a sub-consultancy, the short listed Consultant shall be a lead member. If short listed Consultants associate with each other, any of them can be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
<p>15. Technical Proposal Format and Content</p>	
	<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>

	15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.
16. Financial Proposal	
16.1	The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.
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.
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.
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.
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

	<p>copies, the original shall prevail.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p> <p>17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
	<p>18. Confidentiality</p>
	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>18.2 Any attempt by short listed Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.</p>
	<p>19. Opening of Technical Proposals</p>

	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the short listed Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
20. Proposals Evaluation	
	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
21. Evaluation of Technical Proposals	
	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
22. Financial Proposals for QBS	
	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p>

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

- 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.
- 23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

- 24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts	
	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	
	25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet.
26. Conversion to Single Currency	
	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
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	
	<p>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.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p>
a. Availability of Key Experts	
	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</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</p>

	<p>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 next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
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 Gujaratthru Government of India “
1(f)	Client means “R&BD”
2.1	<p>The name of the Clients: Governor of Gujarat, Represented by the Principal Secretary R&B Department, Gandhinagar</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</p> <p>Name of the assignment is: "Consultancy Services for Internal Audit of Second Gujarat State Highway Project(GSHP-II)"</p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date: 04/03/2014</p> <p>Time: 15.30 Hrs IST</p> <p>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</p> <p>The client’s representative is: Superintending Engineer, PIU, Gujarat</p> <p>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</p>

	e-mail: se-piu-rnb@gujarat.gov.in
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As per Appendix D
4.1	Nil
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable): (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking</p>
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 120calendar days after the proposal submission deadline (i.e., until: 19/07/2014).

13.1	<p>Clarifications may be requested no later than 3 days prior to the pre proposal conference.</p> <p>The address for requesting clarification is: Office of the Executive Engineer, State Road Project Division, Vadodara, Block-E, 7th Floor, Kuber Bhavan, Kothi Char Rasta, Vadodara, 390 001, Gujarat Tel.: + 91 (0265) 2418381 Fax: + 91 (0265) 2418381 E-mail: exesrd-vad-rnb@gujarat.gov.in</p>
14.1.1	<p>Shortlisted Consultants may associate with:</p> <p>(a) non-shortlisted consultant(s) : No Or (b) other shortlisted Consultants : No</p>
14.1.2	Estimated input of Key Experts' time-input: 8person-months.
14.1.3	<p>The Consultant's Proposal <i>shall</i> include the Key Experts' time-input of 8 person-months. <i>However these man months are indicative only. Consultants may decide their own (refer Annexure-I)</i></p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) 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 the required minimum of time-input will not be adjusted. /</p>
14.1.4 and 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	<p>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</p> <p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any)</p>
16.2	A price adjustment provision applies to remuneration rates:No.

16.3	<p><i>Amounts payable by the Client to the Consultant under the Contract to be subject to local taxation: Yes.</i></p> <p>If affirmative, the Client will:</p> <ul style="list-style-type: none"> reimburse the Consultant for indirect local taxes (including service tax) and duties as per SCC 1.10 - Yes. reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant - No <p>Consultants are requested to consult tax consultants for guidance and indicate the estimated taxes and duties (as stated in ITC 16.3 (b) and SCC 43.1&43.2 separately in the financial proposal.</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in Indian Rupees only.</p>
C. Submission, Opening and Evaluation	

17.1	The Consultant shall not have the option of submitting their proposals electronically
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: One (1) original and One (1) copy</p> <p>(b) Financial Proposal: One (1) original.</p>
17.7 & 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 21/03/2014</p> <p>Time: 12:00 Hrs.(IST)</p> <p>The Proposals submission address is:</p> <p style="padding-left: 40px;">Office of the Executive Engineer, State Road Project Division, Vadodara, Block-E, 7thFloor, Kuber Bhavan, Kothi Char Rasta, Vadodara, 390 001, Gujarat Tel.: + 91 (0265) 2418381 Fax: + 91 (0265) 2418381 E-mail: exesrd-vad-rnb@gujarat.gov.in</p>
19.1	<p>An online option of the opening of the Financial Proposals is offered: No.</p> <p>The opening shall take place at:</p> <p style="padding-left: 40px;">Office of the Executive Engineer, State Road Project Division, Vadodara, Block-E, 7thFloor, Kuber Bhavan, Kothi Char Rasta, Vadodara, 390 001, Gujarat</p> <p>Date: 21/03/2014 Time: 12:30 Hrs.(IST)</p>
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals N/A however opening minutes is to be drawn.

21.1	Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:				
	Criteria	Sub Criteria	Scoring	Max Score	Documentation
	1. Specific Experience of the audit firm relevant to the assignment	<ul style="list-style-type: none">Experience in audit of projects supported by the World Bank	2 points for each audit of project supported by the World Bank completed during the last 5 years.	10	Details of such audits completed in Form TECH 2B with copies of appointment letters.
	2. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference and Bank \requiremen ts	<ul style="list-style-type: none">Quality of the audit methodolo gy proposed for the assignment (refer at end of this annex)	Scoring as given in the structured questionnaire	20	TECH 4 and Filled Questionnaire
		<ul style="list-style-type: none">Detailed Work Plan meeting the requiremen t of the assignment	Adequacy and practicality of the Audit Work Plan suggested for the assignment in achieving the timelines provided in the RfP	5	TECH 4
		<ul style="list-style-type: none">Organizatio n and Staffing proposed for the assignment	5 points for each qualified staff (other than Team Leader and Audit Manager) proposed for the assignment	10	Composition of the team proposed for the assignment briefing their qualifications and PQE in TECH 5
	3. Key professional staff qualificatio ns and competence for the assignment of theTeam Leader/Aud it Partner	<ul style="list-style-type: none">General experience	<ul style="list-style-type: none">1 point for every year completed as Partner signing audit reports.	3	Certificate from the Firm listing the entities whose audit reports have been signed by the Partner.
			<ul style="list-style-type: none">Adequacy for the assignment	<ul style="list-style-type: none">3 points for each audit of project supported by the World Bank conducted either as Audit Partner or as Audit Manager	15
			<ul style="list-style-type: none">1 point for each audit of entities working in the relevant sector	5	Details of such audits completed with copies of relevant

			conducted either as Audit Partner or as Audit Manager		appointment letters and position of the staff in the audit As above
		<ul style="list-style-type: none"> Experience in region and language 	<ul style="list-style-type: none"> 1 point each for knowledge of local language (Reading, Speaking and Writing) 	3	
	4. Key professional staff qualifications and competence for the assignment separately of the Audit Manager	<ul style="list-style-type: none"> General experience 	<ul style="list-style-type: none"> 1 point for each additional year of PQE beyond 5 years 	3	
		<ul style="list-style-type: none"> Adequacy for the assignment 	<ul style="list-style-type: none"> 3 points for each audit of project supported by the World Bank conducted either as Audit Partner or as Audit Manager 	15	Details of such audits completed with copies of relevant appointment letters and position of the staff in the audit
			<ul style="list-style-type: none"> 1 point for each audit of project supported by other bilateral or multi-lateral agencies (e. g. DfID, ADB, UNDP etc) conducted either as Audit Partner or Audit Manager 	5	As above
		<ul style="list-style-type: none"> Experience in region and language 	<ul style="list-style-type: none"> 1 point for each audit conducted in the region by the staff post qualification 	3	Details of such audits completed with copies of relevant appointment letters and position of the staff in the audit
			<ul style="list-style-type: none"> 1 point each for knowledge of local language (Reading, Speaking and Writing) 	3	
				100	
The minimum technical score (St) required to pass is:					75
23.1	An online option of the opening of the Financial Proposals is offered: No. The opening shall take place at: Office of the Executive Engineer, State Road Project Division, Vadodara, Block-E, 7 th Floor, Kuber Bhavan, Kothi Char Rasta, Vadodara, 390 001, Gujarat				
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	Not applicable
27.1	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, 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: $S = St \times T\% + Sf \times P\%$.</p>
27.2 to 27.4	Not Applicable
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Date: 02/04/2014 Address: Office of the Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010, Gujarat.</p>
30.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done by Indian R.P.A.D., within Seven days after the contract signing.
30.2	<p>Expected date for the commencement of the Services: Date: 15/04/2014 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	Page Limit
FTP			
√	TECH-1	Technical Proposal Submission Form.	
“√” If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“√” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√	TECH-2	Consultant’s Organization and Experience.	
√	TECH-2A	A. Consultant’s Organization	
√	TECH-2B	B. Consultant’s Experience	
√	TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√	TECH-3A	A. On the Terms of Reference	
√	TECH-3B	B. On the Counterpart Staff and Facilities	
√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	TECH-5	Work Schedule and Planning for Deliverables	
√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

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

FORM TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Executive Engineer,
State Road Project Division, Vadodara,
Block-E, 7th Floor, Kuber Bhavan,
Kothi Char Rasta, Vadodara, 390 001, Gujarat

Dear Sirs:

We, the undersigned, offer to provide The Consultancy Services for Internal Audit of Second Gujarat State Highway Project(GSHP-II)in accordance with your Request for Proposal dated and our Proposal. We are aware that the selection process is Quality & Cost Based Selection Method as per the guidelines of World Bank Jan. 2011 for selection and employment of consultants under IBRD loans and IDA credits and grants by World Bank borrowers “We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

Form TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 10 years.

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

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

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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

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

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

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

Form TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{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. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Request for proposal

Form TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

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



Full time input



Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

Experts contact information: (e-mail phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{Day /month/year}

Name of Expert

Signature

Date

{day /month/year}

Name of Authorized

Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

Section 4

Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

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

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:
The Executive Engineer,
State Road Project Division, Vadodara,
Block-E, 7th Floor, Kuber Bhavan,
Kothi Char Rasta, Vadodara, 390 001, Gujarat

Dear Sirs:

We, the undersigned, offer to provide The Consultancy Services for Internal Audit of Second Gujarat State Highway Project (GSHP-II) in accordance with your Request for Proposal dated and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, excluding *of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet*. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2

SUMMARY OF COSTS

Item	Cost			
	{ Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not			
	{ Insert Foreign Currency # 1 }	{ Insert Foreign Currency # 2, if used }	{ Insert Foreign Currency # 3, if used }	{ Insert Local Currency, if used }
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursable				
<u>Total Cost of the Financial Proposal:</u> { Should match the amount in Form FIN-1 }				
(i) Service Tax				
(ii) Total Cost of Service Tax				
<u>Total Cost of Financial Proposal Including Service Tax:</u>				

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

FORM FIN-3

BREAKDOWN OF REMUNERATION

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

A. Remuneration_____								
No.	Name	Position (as in TECH-6)	Person- month Remuner- ation Rate	Time Input in Person/Month (from TECH- 6)	{Curren- cy # 1- as in FIN-2}	{Curren- cy # 2- as in FIN-2}	{Curr- ency# 3- as in FIN- 2}	{Local Curren- cy- as in FIN- 2}
	Key Experts							
K-1			[Home]					
			[Field]					
K-2								
	Non-Key Experts							
N-1			[Home]					
N-2			[Field]					
	Total Costs							

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

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

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

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 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 ¹
Home Office									
Client's Country									

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

1. Expressed as percentage of 1
2. Expressed as percentage of 4

FORM FIN-4
BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses_____								
N°	Type of Remboursable Expansés	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency - as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction							
	{e.g., Office rent}							
							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

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

1.23 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 party²;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;

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

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

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

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

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁶, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁷ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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

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

Section. 7

Terms of Reference

Internal Audit of
Second Gujarat State Highway Project (GSHP II)

Terms of Reference

Contents

1. Background	
2. Objectives	
3. Scope of the Audit and Outputs	
4. Reporting and Audit Opinion	
5. Timelines and submission of reports	
6. Composition of Review Committee to Monitor Internal Auditor's works	
7. Procedure for review of Audit Report	
8. Key Personnel	
9. General	
10. Terms of payment	

ANNEXURE - 1 SUGGESTIVE CHECK LIST OF INTERNAL AUDIT COVERAGE

1. Background

The Second Gujarat State Highway Project (GSHP II) would be about US \$ 323 million Project, being implemented by Government of Gujarat (GoG). This will include US \$ 111 million of GoG contribution, US \$ 37 million of private sector financing expected through BOT concessions and the balance US \$ 175million of Bank Loan.

The Roads& Buildings Department (RBD) will have the overall responsibility for implementation. It has established and staffed a Project Implementation Unit (PIU) to manage (on a day to day basis) project preparation and implementation activities. The PIU is headed by a Special Secretary & Chief Engineer (project director) who is assisted by a number of technical staff.

This document presents the Terms of Reference for the Internal Audit of the GSHP II comprising of Highway Improvement Component (US \$ 290million), Sector Policy and Institutional Development Component (US \$ 12 million) and Road Safety Management Component (US \$ 22 million).

The financial management arrangements within the project are largely mainstreamed using the regular budgeting, funds flow and GoG treasury accounting and financial rules being applicable to the project also. The project, through the PIU will submit quarterly interim financial reports to the Bank which will form the basis of reimbursement of expenditures.

2. Objectives

The objective of the consultancy is to provide the project management (PIU and the designated R&BD divisions) timely *fiduciary* assurance that the (i) financial management systems and internal control procedures as applicable to the project are being adhered to by the various implementing units, (ii) the financial reports being submitted to the PIU are in agreement with the books of account and can be relied upon to support the disbursements made by the Bank.

The internal auditor shall provide the PIU with timely information and recommendations on the financial management aspects of the Project to enable the management to take corrective measures, wherever necessary.

3. Scope of the Audit and Outputs

The internal audit will be conducted in accordance with the Standards for Internal Audit issued by Institute of Chartered Accountants of India (ICAI) and will include such tests and controls, as the auditors consider necessary under the circumstances.

The audit will be conducted on a quarterly basis and cover the PIU and the implementing field divisions. Specific areas of coverage of the audit will include the following:

- a. An assessment of the adequacy of and adherence to the Program financial management systems, including internal controls. This would include aspects such as adequacy and timeliness of accounting, financial and operational controls and the need for any revision; level of compliance with established policies, plans and procedures (i.e., those indicated in as per the, GoG Financial Rules and Account Code, GoG Treasury Rules)
- b. As assessment of compliance with provisions of financing agreements, especially those relating to accounting and financial matters.
- c. That all external funds received under the project have been used in accordance with the financing agreement, with due attention to economy and efficiency and only for the purposes for which the financing was provided; that civil works, goods and services, including consultancy services financed have been procured in accordance with the financing agreements and procurement guidelines of the bank;
- d. Review the adequacy of financial and administrative delegation at the district level and whether any contracts are broken up due to lack of adequate delegation.
- e. The budgets are allocated to the district implementing units in a timely manner and expenditure is as per approved budget.
- f. Funds flows are adequate and timely and the LOC are issued in a timely manner and not used for non project activities i.e. adequate control over issue and utilization of LOC.
- g. That all necessary supporting documents, contracts, records, and books of accounts have been kept in respect of all project expenditures reported by the implementing units,.
- h. Clear linkages exist between different accounting records including account books and the IFRs and the activities are appropriately classified into sub-components in the monthly abstracts and
- i. Status of reconciliation of the accounts maintained by PIU and the field divisions with the monthly accounts of AG (A&E) and treasury.
- j. With respect to civil works executed check to ensure that contract registers have been maintained and updated; running bills are properly approved and in agreement with the Measurement Book; advances are properly adjusted and statutory deductions have been made; that the system for monitoring security deposit deducted from contractors is adequate and to ensure that mode of payments and mode of measurements as envisaged in contract agreement and other intermediary deductions as per circulars issued by GoG as incorporated in the agreements(FMG/MISC/CORE TEST)
- k. Check the utilization of the mobilization advance, equipment and material advance and the authenticity of the underlying bank and performance guarantees.
- l. Verify that equipment for which advance has been taken are free of other encumbrances.
- m. That the funds are not parked in the bank accounts outside the treasury especially at year end.
- n. That payments made under innovative financing component modified annuity component are in accordance with the contract terms and as per the verification of the independent monitoring agency (if any)
- o. Those adequate records are maintained regarding the assets created and assets acquired by the project, including details of cost, identification and location of assets.

- p. The auditors will also confirm that the relevant GoG rules and procedures and applicable GOs' are followed.
- q. In each audit cycle the audit team will visit the Divisions and verify that the Divisions are utilizing the moneys as per the conditions of the loan and grant agreements, and for the purposes for which the funding is given, and conduct a physical verification of assets created through the loans.

4. Audit Reporting and Opinion

The internal auditors should review and assess the analysis drawn from the internal audit evidence obtained as the basis for their conclusion on the efficiency and effectiveness of systems, processes and controls including items of financial statements.

The report should be discussed and agreed with Superintending Engineer, (PIU) and should be structured in a manner giving the observations, the implications of the observations, the suggested recommendation and the management comments/agreed actions. This will be in the form of a half-yearly internal audit (Management Letter) report with the following suggested sections.

- Introduction – scope, nature and coverage of the audit including period covered, units audited.
- Executive Summary – highlighting the critical issues preferably classified as per thematic area with the response of the auditee.
- Specific report on any fraud, illegal act or mis-appropriation and significant non – compliance.
- Report on the records verified, deviations, if any, the adequacy of internal controls and the adherence to GoG Finance Code, Treasury code, Accounts code and Government orders, observation on the accounting records, systems and controls that were examined during the course of the audit, identify specific deficiencies and areas of weakness in systems and controls and make recommendation for their improvement, Report on the degree of the compliance of the financial covenants on the financial agreements.
- Matters that may have a significant impact on the implementation of the project and bring to the borrower's attention any other matter that the auditors consider pertinent.
- Status of actions on the previous recommendations.
- Recommendations for improvement.
- A Suggestive checklist of Internal Audit coverage is attached as *Annexure – 1*.

5. Timelines and submission of reports

The auditors will commence their audit immediately at the close of the quarter, complete the audit and submit their audit report within 30 days from the end of the closure of the quarter. Two copies of the report with all supporting documents will be furnished to the Superintending Engineer, (PIU). Annual opinion on the internal control system will be addressed to the Superintending Engineer, (PIU) and two copies will be submitted along with the report for the quarter ending every March.

The Auditors will also provide soft copy of the audit report.

6. Composition of Review Committee to Monitor Internal Auditor's works

The following officers will be on the committee to monitor the Internal Auditor's Report.

1. Superintendent Engineer, PIU.
2. Finance Controller, PIU.
3. Executive Engineers of Divisions.

The Committee will review the audit report and send the action taken report to the funding agency.

7. Procedure for review of Audit Report

Each field division shall review the Audit Reports within 20 days from the submission of report by consultant and will send the status of compliance report to the PIU. The PIU will consolidate all field division reports and send it to Government, World Bank these comments within 20 days from the date of receipt from the field divisions. During the audit of next quarter, Internal Auditor shall check the compliance done by the Divisions and certify that compliance has been verified. If there is any incomplete compliance, it shall be reported in the next quarter audit report as pending compliance.

8. Key Personnel

As the project is proposed to be implemented within the Government it is a pre-requisite that the key personnel should be familiar with General Financial and treasury rules & procedures and works accounting & LOC system, as well as government accounting and financial procedures. The list of key personnel and whose CVs and experience would be evaluated for this consultancy is as follows:

No	Key Professionals	Description of Services to be provided	Experience
1	Audit Team Leader/Audit Partner	Overall coordination, & planning, team leadership, reporting, liaison with client. Responsibility to lead the audit teams in the field, planning and execution of the audits, discussion with heads of offices at district / state units and reporting writing and finalization and presentation before Review Committee	Qualified Chartered Accountant with minimum post qualification experience of 10 years or more with expertise in the area of internal audit planning, execution and reporting. Out of which at least 5 years experience as internal auditor of Govt. establishment/Govt. undertakings.
2	Audit Manager	Field level audit of divisions (mainly relating	Qualified Chartered Accountant with

		to civil works) including sample physical verifications of activities/ assets.	minimum post qualification experience of 5 years or more Out of which at least 2years experience as internal auditor of Govt. establishment/Govt. undertakings.
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9. GENERAL

The Internal Auditor would be given access to all documents, correspondence, and any other information relating to the project and deemed necessary by the Internal Auditor. The Internal Auditor should become familiar with the project (this may involve training on the innovative financing component as well) and with the relevant policies and guidelines of GoG and the World Bank (including those relating to procurement and financial management and reporting). The Internal Auditor would be provided copies of the Project Implementation Plan; Project Appraisal Documents, agreement with contractors, consultants, Loan Agreement and project Agreement with IDA/IBRD (including agreed Minutes of negotiations); guidelines, policies and procedures issued by project management and implementing agencies including Government Orders and project budget lines;

10. Terms of Payments

- 25% payment within 45 days after the receipt of 1st quarterly report.
- 25% payment within 45 days after the receipt of 2nd quarterly report.
- 25% payment within 45 days after the receipt of 3rd quarterly report.
- 25% payment within 45 days after the receipt of 4th quarterly report.

Annexure 1 to TOR Internal Audit
Second Gujarat State Highway Project (GSHP II)
Suggestive check list of Internal Audit Coverage

Executive Summary

Division XXXX

					Basis of Observations					
						Numbers		Percentage		
	Assessment Parameters/Internal Checks/Controls	Unit	Observation		Total Range/Size	Sample Checked	Erring sample	Sample Checked	Erring sample	Additional Remarks
Sr.No										
A	Contractors Ledger		Minor	Major	A	B	C	D=B/A	E=C/B	
1	Contractor's ledger opened for all the contracts				100	80	5	80%	6%	
2	Ledger accounts updated closed & balanced monthly.									
3	Outstanding payments (more than 45 days or outstanding beyond contract terms)									Attach Annex providing details & reason of contractor wise outstanding payments
4	Outstanding mobilization advances (unsettled beyond contract terms)									Attach Annex providing details & reason of contractor wise outstanding advances
5	Equipment advance: Is advance given for a equipment hypothecated by other bank									
B	Contract Management									
1	Contract extended beyond the original contract time period without appropriate authorization	No. of contracts								Attach Annex providing details & reason of all contracts for which time period exceeded
2	Any variations in contract value or any payments made above the Contract value without prior approval (both technical and administrative)	No. of contracts								Attach Annex providing details & reason of all contracts for which payment was exceeded
		Amount exceeded in total								
3	Is there a Price escalation clause in every contract exceeding 18 months with a formula for calculation of price variation based on indices published by Govt.									

Second Gujarat State Highway Project-II (GSHP-II)
Consultancy Services for Internal Audit of Second Gujarat State Highway Project-II (GSHP-II)
Request for proposal

C	Guarantee Register									
1	Guarantee register maintained & updated									
2	Whether bank guarantees are reviewed frequently	Days								
3	Whether contracting authority has verified all Bank guarantees furnished by contractor with corresponding banker?									Attach Annex providing details & reason of all such contracts
4	If contract price is revised than whether additional guarantee towards performance is obtained?									If not than attach annex providing details & reason of all such contracts
5	In case where contract has been extended, extension of bank guarantee taken or not?									If not than attach annex providing details & reason of all such contracts
D	Insurance									
1	Insurance register updated & maintained in line with BG register									
2	Check for each contract that worker's insurance is being obtained by contractor as per contract terms									
3	If No to above than PIU has obtained insurance at contractor's cost when IPC is submitted									If not than attach annex providing details & reason of all such contracts
4	Insurance / Renewal of insurance strictly enforced as per Contract terms									
E	General									
1	Any errors in MB which were not taken in consideration and results in revenue loss.									
2	Reconciliation of monthly divisional accounts with AG?									
F.	Payments									
	Specific									
1	Are Liquidation damages recovered from IPC									If not than attach annex providing details & reason of

Second Gujarat State Highway Project-II (GSHP-II)
Consultancy Services for Internal Audit of Second Gujarat State Highway Project-II (GSHP-II)
Request for proposal

2	Are payments charged to correct account code & head of expenditure?									all such contracts
	General									
1	Are the payments properly approved in line with the financial delegation?									
2	Are the supporting documents filed properly and easily accessible?									
3	Is there a serial control over payment, receipt and Journal voucher?									
4	Is the settlement of advance done after receipt of bills from contractors at appropriate time?									
5	Is ageing report on advances generated for overall review once in a quarter?									
6	Is reconciliation between Treasury accounts and divisional accounts									
7	Have the procurement procedure prescribed in the procurement guidelines followed by all concerned?									
8	Are the procurements supported by adequate and valid supporting documents?									
9	Whether assets procured are documented location wise narrating full cost (including assets transferred / received in kind) and physically verified and reconciled with book balance once in a year?									

PART II
Section 8.
Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultancy Services for Internal Audit of Second Gujarat State Highway Project (GSHP-II)

Consultant's Services
Lump-Sum

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Bank's Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including 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:
Second Gujarat State Highway Project
(GSHP-II)

Loan No: _____

Contract No: _____

between

Government of Gujarat

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

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

A. GENERAL PROVISIONS

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

(a) “Applicable Guidelines” means Guidelines for Selection and Employment of consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

(b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.

(c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.

(e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.

(f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(h) “Day” means a working day unless indicated otherwise.

(i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(k) “Foreign Currency” means any currency other than the currency of the Client’s country.

(l) “GCC” means these General Conditions of Contract.

(m) Government” means the government of the Client’s country.

(n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.

(p) “Local Currency” means the currency of the Client’s country.

(q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

(r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.

(s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

- | | |
|----------------------------------|---|
| 3. Law Governing Contract | 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 4. Language | 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 5. Headings | 5.1. The headings shall not limit, alter or affect the meaning of this Contract. |
| 6. Communications | <p>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.</p> <p>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.</p> |
| 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	<p>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.</p> <p>16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p>
17. Force Majeure	
a. Definition	<p>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.</p> <p>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.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
b. No Breach of Contract	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	<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 Clause GCC 45.1 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 45.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
c. Cessation of Rights and Obligations	<p>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.</p>
d. Cessation of Services	<p>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.</p>

- 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
- 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. Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- a. Standard of Performance
- b. Law Applicable to Services
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6. The Client shall notify the Consultant in writing of relevant

local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of
Interests

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to
Benefit from
Commissions,
Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client

b. Consultant and
Affiliates Not to
Engage in Certain
Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of
Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would

conflict with the activities assigned to them under this Contract.

d. Strict Duty to
Disclose Conflicting
Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the
Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.

24. Insurance to be
Taken out by the
Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting,
Inspection and
Auditing

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

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to

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

26. Reporting Obligations	26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.
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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.
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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
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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.
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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.
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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	<p>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 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>31.2 In the event that any of Key Experts, Non-Key Experts or</p>
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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	<p>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.</p> <p>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.</p>
37. Payment Obligation	<p>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.</p>
F. PAYMENTS TO THE CONSULTANT	
38. Contract Price	<p>38.1 The Contract price is fixed and is set forth in the SCC.</p> <p>38.2 The Contract price breakdown is provided in Appendix C. 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.</p>
39. Taxes and Duties	<p>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.</p> <p>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.</p>
40. Currency of Payment	<p>40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.</p>

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 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.
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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.
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H. SETTLEMENT OF DISPUTES

44. Amicable Settlement	<p>44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>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.</p>
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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 party⁸;
 - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁹;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹⁰;
 - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹¹;

⁸ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

⁹ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

¹⁰ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

¹¹ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare 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 procedures¹², including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated¹³ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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

¹³ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of: India
4.1	The language is: English
6.1 and 6.2	<p>The addresses are: Office of the Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010 Gujarat. Tel.: + 91 79 23252986 Fax: + 91 79 23251915 e-mail: se-piu-rnb@gujarat.gov.in</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only one entity state "N/A". OR If the Consultant is Joint Venture consisting of more than one entity, the name of 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>The Authorized Representatives are:</p> <p>For the Client: The Superintending Engineer, Project Implementation Unit, Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010 Gujarat.</p>

	<p>For the Consultant:</p> <p>“Consultancy Services for Internal Audit of Second Gujarat State Highway Project(GSHP-II)”</p>
11.1	<p>The effectiveness conditions are the following: From the date of work order.</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be: Thirty Days.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be: Fifteen Days.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be: <u>24 Months</u>. It can be further extended for more periods with mutual consent.</p>
21 b.	<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>

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>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any</p>
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	<p>limitation or exclusion from liability which is prohibited by the “Applicable Law”.</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank <u>prior to accepting any changes</u> to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank’s policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant’s liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant’s ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant’s liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant’s liability should never be limited for loss or damage caused by the Consultant’s gross negligence or wilful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client’s country.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of contract price</p> <p>(b) 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.</p> <p>(c) (Third Party liability insurance, with a minimum coverage of Rs.4 lacs (Rupees Four Lacs.)(After each occurrence the Consultant shall repay premium necessary to make insurance valid for this amount always);</p>

	<p>(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</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<i>No exceptions</i>
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.
32.1 (a) through (f)	32.1(a),(b),(c), (d), (e) and (f) are deleted. The client will provide details specified in Appendix-D to the consultant at no cost.
38.1	The Contract price is: <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive]</i> of local indirect taxes. Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i> the Consultant.
	The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</i>
39.1 and 39.2	The client will reimburse service tax paid by the consultant. However consultant shall have to produce all relevant original documents of payment of such tax to the client at the time of raising the claim / invoice for the same.
41.2	The Payment schedule 12.5% payment of contract amount after the receipt of each quarterly report.
41.2.1	Not applicable
41.2.4	The accounts are: for local currency: <i>[insert account]</i> .

42.1	The interest rate is: <i>9% per annum for Payment in INR.</i>
45.1	<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 do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>The chairman of executive committee of Indian Road Congress</i> (b) If, in a dispute subject to paragraph (a) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>The chairman of executive committee of Indian Road Congress</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. 2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. 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. 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

	<p>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> <ul style="list-style-type: none"> (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 (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. Miscellaneous. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in India. (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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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]

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

The client will provide following details to the *selected* consultant at no cost.

- 1) Details of Budget Provisions made for the project
- 2) Details of Divisions and location
- 3) Summary of Last year accounts of divisions.

Annexure-I

Sr.No	Name of key professional	Man month
1	Audit Team Leader/Audit Partner	4
2	Audit Manager	4
Total		8

Note: Above Man months are indicative only. Consultants may decide their own.