

**Meghalaya Integrated Transport Project
(MITP)**

**Request for Proposals for
E-Procurement of:
PROJECT MANAGEMENT
CONSULTANT UNDER MITP**

RFP No: IN-MIDFC-265195-CS-QCBS

Consulting Services for: PROJECT MANAGEMENT CONSULTANT

Client: MEGHALAYA INFRASTRUCTURE DEVELOPMENT FINANCE
CORPORATION, (MIDFC), Shillong

Country: INDIA

Issued on: 29th March 2022

TABLE OF CONTENTS

PART I.....	5
Section 1. Request for Proposal Letter and Notification of Intention to Award template	5
Section 2. Instructions to Consultants and Data Sheet	17
A. General Provisions	17
1. Definitions	17
2. Introduction	19
3. Conflict of Interest	20
4. Unfair Competitive Advantage.....	21
5. Fraud and Corruption	21
6. Eligibility.....	21
B. Preparation of Proposals	23
7. General Considerations	23
8. Cost of Preparation of Proposal.....	23
9. Language	23
10. Documents Comprising the Proposal	23
11. Only One Proposal.....	24
12. Proposal Validity	24
13. Clarification and Amendment of RFP	25
14. Preparation of Proposals Specific Considerations	26
15. Technical Proposal Format and Content	26
16. Financial Proposal	27
C. Submission, Opening and Evaluation	27
17. Submission, Sealing, and Marking of Proposals	27
18. Confidentiality	28
19. Online Opening of Technical Proposals	29
20. Proposals Evaluation.....	29
21. Evaluation of Technical Proposals	30
22. Financial Proposals for QBS	30
23. Online Opening of Financial Proposals (for QCBS, FBS, and LCS methods).....	30
24. Correction of Errors	32
25. Taxes	32
26. Conversion to Single Currency	33
27. Combined Quality and Cost Evaluation.....	33
D. Negotiations and Award	33
28. Negotiations	33
29. Conclusion of Negotiations	34
30. Standstill Period	35
31. Notice of Intention to Award	35
32. Notification of Award	36
33. Debriefing by the Client	36
34. Award of Contract.....	37

35. Procurement Related Complaint.....	37
E. Data Sheet	38
Section 3. Technical Proposal – Standard Forms	51
1. Checklist of Required Forms.....	51
2. Form TECH-1.....	52
3. Form TECH-2.....	55
4. Form TECH-3.....	57
5. Form TECH-4.....	58
6. Form TECH-5.....	59
7. Form TECH-6.....	60
Section 4. Financial Proposal - Standard Forms.....	65
Section 5. Eligible Countries	71
Section 6. Fraud and Corruption.....	73
Section 7. Terms of Reference.....	75
He/ She should have thorough experience on design and planning of highway projects. He/ She should be well versed with the application of highway design software as well as road safety.....	87
He/ She should have worked for at least five (03) years as Material Engineer / Geotech Engineer in roads / highway construction projects.....	88
Experience of working in the hills will be treated as additional experience.	88
Experience of working in the hills will be treated as additional experience.	88
PART II.....	95
Section 8. Conditions of Contract and Contract Form.....	95
8. Time-Based Form of Contract.....	97
Preface.....	98
I. Form of Contract	101
II. General Conditions of Contract.....	105
A. GENERAL PROVISIONS	105
1. Definitions.....	105
2. Relationship between the Parties	106
3. Law Governing Contract.....	106
4. Language	107
5. Headings.....	107
6. Communications	107
7. Location.....	107
8. Authority of Member in Charge	107
9. Authorized Representatives.....	107
10. Fraud and Corruption.....	107
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.....	108
11. Effectiveness of Contract	108
12. Termination of Contract for Failure to Become Effective	108

13.	Commencement of Services	108
14.	Expiration of Contract.....	108
15.	Entire Agreement.....	108
16.	Modifications or Variations.....	108
17.	Force Majeure.....	108
18.	Suspension.....	110
19.	Termination	110
C.	OBLIGATIONS OF THE CONSULTANT.....	112
20.	General	112
21.	Conflict of Interest	113
22.	Confidentiality	114
23.	Liability of the Consultant.....	114
24.	Insurance to be taken out by the Consultant.....	114
25.	Accounting, Inspection and Auditing	115
26.	Reporting Obligations	115
27.	Proprietary Rights of the Client in Reports and Records	115
28.	Equipment, Vehicles and Materials	115
D.	CONSULTANT’S EXPERTS AND SUB-CONSULTANTS	116
29.	Description of Key Experts	116
30.	Replacement of Key Experts	116
31.	Approval of Additional Key Experts	117
32.	Removal of Experts or Sub-consultants	117
33.	Replacement/ Removal of Experts – Impact on Payments	117
34.	Working Hours, Overtime, Leave, etc.	117
E.	OBLIGATIONS OF THE CLIENT	118
35.	Assistance and Exemptions	118
36.	Access to Project Site.....	119
37.	Change in the Applicable Law Related to Taxes and Duties.....	119
38.	Services, Facilities and Property of the Client.....	119
39.	Counterpart Personnel.....	119
40.	Payment Obligation.....	120
F.	PAYMENTS TO THE CONSULTANT	120
41.	Ceiling Amount.....	120
42.	Remuneration and Reimbursable Expenses	120
43.	Taxes and Duties.....	121
44.	Currency of Payment.....	121
45.	Mode of Billing and Payment.....	121
46.	Interest on Delayed Payments	122
G.	FAIRNESS AND GOOD FAITH.....	123
47.	Good Faith	123
H.	SETTLEMENT OF DISPUTES	123
48.	Amicable Settlement	123
49.	Dispute Resolution.....	123
III.	Special Conditions of Contract.....	129

IV.	Appendices.....	139
	Appendix A – Terms of Reference	139
	Appendix B - Key Experts.....	139
	Appendix C – Remuneration Cost Estimates	139
	Appendix D – Reimbursable Expenses Cost Estimates	140
	Appendix E - Form of Advance Payments Guarantee	141
	Appendix F- Code of Conduct (ESHS).....	142

PART I

Section 1. Request for Proposal Letter and Notification of Intention to Award template

Request for Proposal Letter

Consulting Services

Name of Assignment: PROJECT MANAGEMENT CONSULTANT

RFP Reference No.:IN-MIDFC-265195-CS-QCBS

Loan No./Credit No./ Grant No.:9169 IN

Country: INDIA

Date: 29th March 2022

- 1. AyesaIngenieria y Arquitectura S.A.U in JV with Ayesa India Private Limited and in Association with Consultants Consortium of North East*
- 2. M/s BotekBosphorus Technical Consulting Corp, Turkey, in JV with M/s Almondz Global Infra-Consultant Ltd, India*
- 3. Deloitte Touche Tohmatsu India LLP*
- 4. EGIS International in JV with EGIS India Consulting Engineers Pvt Ltd.*
- 5. Ernst & Young LLP in association with SATRA Infrastructure Management Services Pvt. Ltd*
- 6. Grant Thornton Bharat LL In Association with Petonic Infotech Private Limited.*
- 7. Mott MacDonald Private Limited in association with Mott MacDonald Limited and PricewaterhouseCoopers Private Limited*
- 8. WAPCOS Ltd (A Govt. of India Undertaking) Ministry of Jal Shakti*

Dear Mr. /Ms.:

1. The Government of India Meghalaya(hereinafter called “Borrower”) has received financing from the International Bank for Reconstruction and Development (IBRD) in the form of a “loan” (hereinafter called “loan”) toward the cost of Meghalaya Integrated Transport Project/. The Meghalaya Infrastructure Development Finance Corporation (MIDFC) Shillong ,an implementing agency of the Client, 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 the Client 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 Client shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.

2. The Client now invites online proposals to provide the following consulting services (hereinafter called “Services”): *Project Management Consultant under Meghalaya Integrated Transport Project*. More details on the Services are provided in the Terms of Reference (Section 7).
3. This electronic Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
 1. *Ayesa Ingenieria y Arquitectura S.A.U in JV with Ayesa India Private Limited and in Association with Consultants Consortium of North East*
 2. *M/s Botek Bosphorus Technical Consulting Corp, Turkey, in JV with M/s Almondz Global Infra-Consultant Ltd, India*
 3. *Deloitte Touche Tohmatsu India LLP*
 4. *EGIS International in JV with EGIS India Consulting Engineers Pvt Ltd.*
 5. *Ernst & Young LLP in association with SATRA Infrastructure Management Services Pvt. Ltd*
 6. *Grant Thornton Bharat LL In Association with Petonic Infotech Private Limited.*
 7. *Mott MacDonald Private Limited in association with Mott MacDonald Limited and PricewaterhouseCoopers Private Limited*
 8. *WAPCOS Ltd (A Govt. of India Undertaking) Ministry of Jal Shakti*

It is not permissible to transfer this RFP to any other firm.

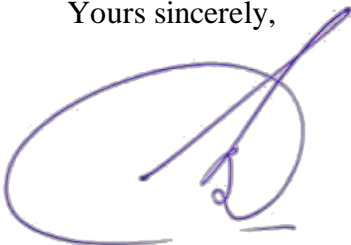
9. A firm will be selected under “Quality and Cost-based Selection (QCBS) procedures and in Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the *Bank’s Procurement Regulations for IPF Borrowers* which can be found at the following website: www.worldbank.org

The RFP includes the following documents:

- Section 1 – Request for Proposals Letter
- 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 – Fraud and Corruption
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract (Time-Based)

-
10. The RFP is available online at *[insert web address of e-procurement portal]*/www.meghalayatenders.gov.in for downloading free of cost for the short-listed consultants only. The short-listed consultant would be required to register on the website, which is free of cost, and would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated prior to the submission of proposals. For submission of a proposal online at the web address indicated above, the Consultant is also required to have a Digital Signature (DSC) from one of the Government of India authorized Certifying Authorities. The list of the authorized Certifying Authorities can be found from the link <http://www.cca.gov.in>.
11. Short-listed Consultants who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: www.meghalayatenders.gov.in. Any Proposal or modifications to Proposal (including discount) received outside e-procurement system will not be considered.
12. Please inform us by 1st April 2022, through the e-procurementsystem:
- (a) that you have received this Request for Proposals; 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).
13. Details on the proposal's submission date, and time are provided in ITC 17.4. The e-procurement system would not allow any late submission of proposals.

Yours sincerely,



Meghalaya Infrastructure Development Finance Corporation
Attn: Mr. Bibatdor Syiem, C.O.O., MIDFC & Dy Project Director, MITP,
On behalf of the Project Director, MITP
Address with postal code: Meghalaya Infrastructure Development Finance Corporation,
House No. L/A-56, Lower Nongrim Hills, Shillong, Meghalaya, 793003, INDIA.
[Tel: +919436102314](tel:+919436102314)/+91-8259865074
E-mail: midfcmtp@gmail.com

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[midfcmitp@gmail.com]* on *[date]* (local time)

Notification of Intention to Award

Client: *Meghalaya Infrastructure Development Finance Corporation, MIDFC*

Contract title: *PROJECT MANAGEMENT CONSULTANCY, MITP*

Country: *INDIA*

Loan No. /Credit No. /Grant No.: *-9169 IN*

RFP No: *IN-MIDFC-265195-CS-QCBS, Dated 29th March 220*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Consultant

Name:	<i>[insert name of successful Consultant]</i>
Address:	<i>[insert address of the successful Consultant]</i>
Contract price:	<i>[insert contract price of the successful Consultant]</i>

2. Short listed Consultants *[INSTRUCTIONS: insert names of all short listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) in the last column below.]*

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	Combined Score: [combined score] Ranking: [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u>	[Proposal price]	[evaluated price]	Combined Score: [combined score] Ranking: [ranking]

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]			
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score]	[Proposal price]	[evaluated price]	Combined Score: [combined score] Ranking: [ranking]

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]			
[insert name]	...				
...	...				

3. Reason/s why your Proposal was unsuccessful [*Delete if the combined score already reveals the reason*]

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

4. How to request a debriefing [*This applies only if your proposal was unsuccessful as stated under point (3) above*]

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Client*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: Shri B M Syiem

Title/position: Dy Project Director, MITP

Agency: MIDFC

Email address: midfcmtp@gmail.com

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the “[Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](#)” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of MEGHALAYA INFRASTRUCTURE DEVELOPMENT FINANCE CORPORATION MIDFC

Signature: _____

Name: Shri. B. M SYIEM

Title/position: Chief operations Officer (MIDFC) & Dy Project Director (MITP)

Telephone: +91-94361-02314

Email: midfcmtp@gmail.com

Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definitions

- (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.
- (b) “Applicable Regulations” means Procurement Regulations for IPF Borrowers of date specified in the **Data Sheet**
- (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.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the *loan* agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (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.
- (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).
- (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.

- (j) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the government of the Client’s country.
- (m) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (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 CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (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.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.

- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants through e-procurement system, based on the SPD - RFP.
- (t) “SPD - RFP” means the Standard Procurement Document -Request for Proposals, which must be used by the Client in e-procurement system, as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (w) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains 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.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted 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.
- 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.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal

as specified in the **Data Sheet**.

3. Conflict of Interest

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, 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 shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

**5. Fraud and
Corruption**

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Regulations.

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2

above:

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or

civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and

- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

- 6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

7. General Considerations

- 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on

commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

**11. Only
One Proposal**

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

**a. Extension of
Validity Period**

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.

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, except as provided in ITC 12.7.

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.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute 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.

12.8 If the Consultant fails to provide a substitute 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.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The e-procurement system specified in ITC 17.1 provides for online clarifications. The Consultant may request an online clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond online by uploading the response (including an explanation of the query but without identifying its source) for information of all shortlisted 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:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with procedure described in **Data Sheet**. The amendment shall be binding on all shortlisted Consultants.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit online a modified Proposal

or a modification to any part of it at any time prior to the proposal submission deadline in accordance with the procedure described in the **Data Sheet**. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted 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-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

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.

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**.

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.

15. Technical

15.1 The Technical Proposal shall be prepared using the

- Proposal Format and Content**
- Standard Forms provided in Section 3 of the RFP. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 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.
- 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**.
- a. Price Adjustment**
- 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
- b. Taxes**
- 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
- c. Currency of Proposal**
- 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment**
- 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

- 17. Submission, Sealing, and**
- 17.1 The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the documents and

Marking of Proposals

forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission shall be done electronically through the website and in accordance with procedure specified in the **Data Sheet**. Proposals submitted by any other means will be rejected.

17.2 An authorized representative of the Consultant shall digitally 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 scanned and uploaded together with 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. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal.

17.3 Consultants should be aware that the electronic procurement system does not allow for any modifications, revisions, interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with Clause ITC 13.2.

17.4 The Proposal or its modifications must be uploaded on the portal no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline.

17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system’s functionality requirements are specified in the **Data Sheet**.

18. Confidentiality

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 Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

- 18.2 Any attempt by shortlisted 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.
- 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 shall do so only in writing.

19. Online Opening of Technical Proposals

- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the **Data Sheet** and this could be viewed online by the shortlisted Consultants. The shortlisted consultants or their authorized representatives may attend the online opening in person if this option is offered in the **Data Sheet**. The opening date, time and the address are stated in the **Data Sheet**. The folder with the Financial Proposal shall remain unopened, encrypted, in the e-procurement system until the subsequent public opening in accordance with ITC 23.

- 19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (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 the folder with the Financial Proposal in the portal; and (iii) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

- 20.1 Subject to provision of ITC 15.1, 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.

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 ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

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**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality and only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

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.

23. Online 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 by sending a notification through the means indicated in the **Data Sheet**, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract

signing; and

- (iv) Notify them of the date, time, and if indicated in ITC 23.5 location of the online public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time, and if indicated in ITC 23.5 location of the online public opening and invite them for the opening of the Financial Proposals.

23.3 If the ITC 23.5 provides an option of attending in person, the opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened online by the Client's evaluation committee as described in the **Data Sheet**. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud first and recorded online simultaneously. The Financial Proposals shall be then opened, and the total prices read aloud and recorded online

simultaneously. The records of the opening shall remain on the portal for the information of the Consultants who submitted Proposals and the Bank, unless the **Data Sheet** provides for other means of sending notifications and the results of the financial opening.

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 e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures and there is therefore, no scope of discrepancy and need for the Client's evaluation committee to correct any computational or arithmetical errors.

The Client's evaluation committee will adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. 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

24.1.2 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 ITC 25, 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 with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, 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 ITC 14.1.4 of the **Data Sheet** shall be rejected.
- 27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is 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 Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

- 28. Negotiations** 28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- a. Availability of Key Experts** 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in

accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate, and meet eligibility requirements.

b. Technical Negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the

- Negotiations** Client and the Consultant's authorized representative.
- 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's noobjection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
- 30. Standstill Period** 30.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the **Data Sheet**. Where only one Proposal is submitted, the Standstill Period shall not apply.
- 31. Notice of Intention to Award** 31.1 When a Standstill Period applies, it shall commence when the Client has transmitted to each Consultant whose financial proposal was opened, the Notification of Intention to Award the Contract to the successful Consultant as per instructions in the **Data Sheet**. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
 - (b) the contract price of the successful Proposal;
 - (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
 - (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
 - (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
 - (f) the final combined scores and the final ranking of the Consultants;
 - (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
 - (h) the expiry date of the Standstill Period; and
 - (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Prior to the expiration of the Proposal Validity Period and upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; and
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITB 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client

should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultant shall bear their own costs of attending such a debriefing meeting

34. Award of Contract

34.1 The Contract shall be signed promptly upon Notification of Award.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (b)	The date of the Applicable Regulations is: <i>July 01, 2016, Revised November 2017 and August 2018 available on www.worldbank.org</i>
1 (c)	Client's country is India.
2.1	<p>Name of the Client: <i>MEGHALAYA INFRASTRUCTURE DEVELOPMENT FINANCE CORPORATION, MIDFC, Meghalaya, Shillong.</i></p> <p>Method of selection: <u>QCBS (Quality and Cost Based Selection)</u></p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes, in separate folders online through eprocurement.</p> <p>The name of the assignment is: "e-Procurement of <u>Project Management Consultant under MITP</u>"</p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 14th April 2022</p> <p>Time: 1400 IST</p> <p>Address: <u>MIDFC OFFICE</u></p> <p>E-mail: <u>midfcmstp@gmail.com</u></p> <p>Contact person/conference coordinator: Shri. B M Syiem, Dy Project Director, MITP</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: N/A _____</p> <p>_____</p>

4.1	<i>Not applicable</i>
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	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system (https://meghalayatenders.gov.in) in separate folders:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>The Technical Proposal comprising:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 Code of Conduct (ESHS):<i>The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.]</i> <p>The Financial Proposal (if applicable) comprising:</p>

	<p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>(5) Statement of Undertaking (if required under ITC Data Sheet 10.2 below)</p>
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p> <p><i>[Already included in Form TECH-1]</i></p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No</p>
12.1	<p>Proposals must remain valid for [120 days] days after the proposal submission deadline.</p>
12.4	<p>Any extension of validity period will be hosted on e-procurement portal and an e-mail will be sent to each shortlisted Consultant. The Consultants may send their response if any on the e-procurement portal and through e-mail at the e-mail id given in ITC Data Sheet 2.3.</p>
13.1	<p>Clarifications may be requested no later than 15 days prior to the submission deadline.</p> <p>The system will also send auto-e-mail regarding hosting of query and response to all the shortlisted Consultants. The shortlisted Consultants shall remain responsible to view query and response thereto. <i>hosted on the e-procurement portal www.meghalayatenders.gov.in.</i></p>
13.1.1	<p>The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline.</p> <p>The system will also send auto-e-mail regarding hosting of amendment to RFP to all the shortlisted Consultants. The shortlisted Consultants shall remain responsible to view amendment to RFP <i>on the e-procurement portal www.meghalayatenders.gov.in.</i></p>

13.1.2	If considered necessary, the Client may extend the proposal submission deadline by notifying on the e-procurement portal.
13.2	<p>A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals.</p> <p>(a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the ‘Proposal’.</p> <p>(b) For this purpose, modification/withdrawal by other means will not be accepted.</p> <p>(c) The modification and consequential re-submission of proposals is allowed any number of times.</p> <p>(d) A consultant may withdraw its proposal by using the appropriate option for proposal withdrawal, before the deadline for submission of proposals. However, if the proposal is withdrawn, re-submission is not allowed.</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</p>
14.1.2	Estimated input of Key Experts’ time-input: 310 person-months of key professionals.
14.1.3 for time-based contracts only	<p>The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of 310 person-months.</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 (FULL TECHNICAL PROPOSAL)</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><i>[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms.</i></p> <ol style="list-style-type: none"> <i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> <i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route as applicable to Government officers of similar rank;</i> <i>(3) communications costs;</i> <i>(4) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> <i>(5) cost of reports production (including printing) and delivering to the Client;</i> <i>(6) other allowances where applicable</i> <i>(7) cost of office accommodation, if not provided by the Client</i>
16.2	<p>A price adjustment provision applies to remuneration rates: Yes, as per formula provided in SCC 42.3</p>
16.3	<p>Information on the Consultant's tax obligations in India can be found from the Ministry of Finance, Government of India website http://finmin.nic.in<i>[insert reference to the appropriate official source, as appropriate].</i></p> <p>Consultants (Foreign and Domestic) are responsible for payment of all taxes as applicable in India.</p> <p>The Client will however reimburse the following indirect taxes / duties</p>

	<p>a. Duties on imported equipment brought by foreign consultants to India to provide the required services; and</p> <p>b. Consultancy service tax (or its successor tax) payable on the contract value by both foreign and domestic consultants.</p> <p>The above only are to be shown separately in the financial proposal.</p>
<p>16.4</p>	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes, Indian Rupees</p>
<p>C. Submission, Opening and Evaluation</p>	
<p>17.1</p>	<p>Electronic –Procurement System</p> <p>The Client shall use the following electronic-procurement system to manage this Selection process:</p> <p><i>[https://meghalayatenders.gov.in]</i></p> <p>The Consultants shall submit their Proposals electronically on the e-procurement portal.</p> <p>The electronic submission procedures shall be as follows:</p> <p>The Consultants shall submit their Proposals (both Technical and Financial) electronically following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website:</p> <p>(a) To participate in the e-tendering process, it is mandatory for the consultants to have Class3 Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Agency authorized by the Government of India. Consultants can see the list of licensed CAs from the link www.cca.gov.in</p> <p>(b) The consultants should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration.</p> <p>(c) The size of individual files containing the documents comprising the Proposal(s) shall not exceed 40 MB and there is no limit on the number of</p>

	files to be uploaded.
17.4	<p>The Proposals must be uploaded on the e-procurement portal no later than:</p> <p>Date: 29th April 2022</p> <p>Time: 1530 Hours.</p>
17.5	None
19.1	<p>The procedure for online opening of technical proposals shall be:<i>Technical proposal will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated below.</i></p> <p>Date: : 29th April 2022</p> <p>Time1600 hours local time</p> <p>Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at:</p> <p>Street Address: Nongrim Hills</p> <p>Floor, room number: 3rd Floor, MBDA building</p> <p>City: Shillong</p> <p>Country:India</p> <p><i>[In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day]</i></p>
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals -None

21.1

(for FTP)

The Client's evaluation committee shall evaluate the Full Technical Proposals on the basis of their responsiveness to the Terms of Reference and RFP, applying the evaluation criteria, sub criteria, and point system specified as below. 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 below.

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

	<u>Points</u>
(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	5
ii) Adequacy and quality of the proposed methodology, and work plan responding to the Terms of Reference (TORs):	25
(a) Approach and methodology and its relevance to TOR:	10
(b) Realistic and implementable Work Plan:	10
(c) Appropriate skill mix in the proposed team:	5

[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]

(iii) **Key Experts' qualifications and competence for the Assignment:**

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

K-1 Team Leader	15
K-2 Senior Highway Engineer-cum-Quality Specialist	8
K-3 Institutional Strengthening Specialist	6
K-4 Procurement and Contract Management Specialist	8
K-5 Social, gender and community participation Specialist	5
K-6 Environmental Specialist	5
K-7 Financial Management Specialist	8
K-8 Training Specialist	5

Total points for criterion (iii):60

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

	<p>1. General qualifications (general education, training, and experience): 30%</p> <p>(a) Qualifications 10%</p> <p>(b) Overall experience 15%</p> <p>(c) Number of years with the firm 5%</p> <p>2. Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) 60%</p> <p>(a) Type and Quality of projects completed 20%</p> <p>(b) Size and number of similar assignments 20%</p> <p>(c) Years of experience on similar projects 20%</p> <p>3. Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, 10%</p> <p>(a) Relevant experience in similar regions 5%</p> <p>(b) working knowledge of local language 5%</p> <p>(iv) Transfer of knowledge (training) program (relevance of approach and methodology) 5</p> <p>(v) Participation by nationals among proposed Key Experts <i>[Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]</i></p> <p>Total points for the five criteria: 100</p> <p>The minimum technical score (St) required to pass is 80</p>
	<p>Public Opening of Financial Proposals</p>
<p>23.1 and 23.2</p>	<p>Notifications to the Consultants will be sent as following: The Client shall notify the Consultants online through e-procurement portal.</p>

	<p>Consultants have an option to attend the opening of the Financial Proposals in person through authorised representative.</p> <p><i>The opening shall take place at:</i></p> <p>Street Address: NONGRIM HILLS Floor, room number: MBDA BUILDING, THIRD FLOOR, MIDFC OFFICE City: SHILLONG Country: INDIA</p> <p>Date: To be notified later Time: To be notified later</p> <p><i>[The time should be immediately after the time for the submission deadline stated in 17.4</i></p> <p><i>In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day</i></p>
<p>23.5</p>	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify online through e-procurement portal, all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>A notice of the public opening of Financial Proposals will be published on the Client's website..(https://.meghalayatenders.gov.in)</p> <p>The online opening procedure shall be as following:</p> <p>Financial proposals will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated in ITC Data Sheet 23.2</p> <p>The procedure for notifying the Consultants on the results of the Financial opening shall be as following: same as in ITC23.2</p> <p>An option of presence in person is providedat the place, date and time as specified in ITC Data Sheet23.2</p>
<p>25.1</p>	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as ,GST, 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</p>

	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	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian Rupees</p> <p>The official source of the selling (exchange) rate is: State Bank of India (SBI) B.C. Selling Rate of Exchange</p> <p>The date of the exchange rate is: The last date for submission of proposals</p>
27.1 (QCBS only)	<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:</p> <p>T = 80____, and</p> <p>P = 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>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: To be notified later</p> <p>Address: To be notified later</p>
30.1 Standstill Period	<p>The Standstill Period is 10 Business Days after the date the Client has transmitted to all Consultants that submitted Proposals, the Notification of its Intention to Award the Contract to the successful Consultant.</p> <p>Note: Where a Consultant has previously received notification of exclusion from the process at an interim stage of the selection process, the Consultant</p>

	will not receive a Notification of Intention to Award the Contract.
31.1	Procedure for notifying all Consultants whose financial Proposals were opened, the Intention to Award the Contract to the successful Consultant will be as follows: the Client shall notify the Consultants online through e-procurement portal.
32.2	The publication of the contract award information will be done as follows: http://megplanning.gov.in/
34.2	Expected date for the commencement of the Services: Date: 10 days post notice to Proceed with the work
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Consultant wishes to make a Procurement-related Complaint, the Consultant should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: <i>Shri B M Syiem</i></p> <p>Title/position: <i>Dy Project Director, MITP</i></p> <p>Client: <i>MIDFC</i></p> <p>Email address: <i>midfcmitp@gmail.com</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of this Request for Proposal; 2. the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and 3. the Client's decision to award the contract.

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	<i>Page Limit</i>
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)	
✓	TECH-7	Code of Conduct (ESHS)	

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

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

{Location, Date}

To:

The Project Director,

Meghalaya Infrastructure Development Finance Corporation

House No. L/A-56, Lower Nongrim Hills, Shillong, Meghalaya, 793003, INDIA.

(Attn: Mr. Bibatdor Syiem, C.O.O., MIDFC & Dy Project Director, MITP)

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Project Management Consultant under MITP in accordance with your Request for Proposals (RFP) dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”]

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal as 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, ITC 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 Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, sub-contractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the client country’s laws against fraud and corruption (including bribery) which are in force in India namely “Prevention of Corruption Act, 1988” and other relevant laws.
- (g) Except as stated in the Data Sheet, ITC 12.7, 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 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) 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 ITC 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{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 five ((5) 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 members. 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 mil/US\$0.5 mil}	{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 (FOR FULL TECHNICAL PROPOSAL)**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, 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**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 (FOR FULL TECHNICAL PROPOSAL ONLY)

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 including the Environmental, Social, Health and Safety (ESHS) aspects] 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(FOR FTP)

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) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													

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

FORM TECH-6(FOR FTP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS

N°	Name	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
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[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.

Fu [REDACTED]put
Pa [REDACTED]put

**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 information 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. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

Expert’s 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, as and when necessary, 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 (thesame who signs the Proposal)	Signature	Date
--	-----------	------

FORM TECH-7**Code of Conduct
Environmental, Social, Health and Safety (ESHS)**

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the following:

1. *[the Terms of Reference described in Section 7];*
2. *[Environmental and Social Impact Assessment (ESIA)];*
3. *[Environmental and Social Management Plan (ESMP)];*
4. *[Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project)]; and*
5. *[specify any other relevant document/s]*

Section 4. Financial Proposal - Standard Forms

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

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

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

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

*The Project Director,
Meghalaya Infrastructure Development Finance Corporation
House No. L/A-56, Lower Nongrim Hills, Shillong, Meghalaya, 793003, INDIA.
(Attn: Mr. Bibatdor Syiem, C.O.O., MIDFC & Dy Project Director, MITP)*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Project Management Consultant under MITP in accordance with your Request for Proposal dated [Insert Date] 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}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with ITC 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 valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} _____

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

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax: e.g., VAT or GST }				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

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

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

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 Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{e.g., reproduction of reports}							
	{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 ITC6.3.2, 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. Fraud and Corruption

(This Section 6, Fraud and Corruptionsshall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Section 7. Terms of Reference

FOR PROJECT MANAGEMENT CONSULTANCY (PMC) FOR MITP

1. Introduction

Meghalaya is famous for its natural scenic beauty and has big potential for development of tourism in addition to agriculture, forestry, handicraft, and minerals. Meghalaya is a matrilineal society and adequate livelihood opportunities for women are a key priority. As part of its development policies, Government of Meghalaya is implementing various programs for development of tourism, agriculture, handicrafts, rural livelihood, employment generation, and women empowerment. It is perceived that adequate transport infrastructure and efficient transport services (focus of the proposed project) are essential for successful implementation of these programs.

The absence of last mile connectivity and transport services impact the transport costs which are about 25 percent higher compared to other places in India reducing the competitiveness of agriculture and businesses.

Due to limited road space, traffic management and parking issues, Shillong and other urbanized locations experience long traffic congestions, especially during peak working hours. The reasons for the under-developed transport network are inadequate funds, their inefficient utilization, and low institutional capacities and knowledge base of the transport agencies.

2. Objective of the Project: To improve transport connectivity and efficiency and modernization of transport institutions in Meghalaya.

The project will focus *“to provide a well-connected efficient, good quality and safe transport network on long-term basis in a cost-effective manner maximizing economic and social outcomes”*. This will involve taking a holistic view of the entire transport sector in the state and introduce innovations, efficiency, and new ways of doing business at various stages to manage the transport sector, ensuring value for money. This will involve:

- (i) Integrating transport and development agenda thus resulting in more job-creation, better incomes, and realization of the SDGs(Sustainable Development Goals) ;
- (ii) Integrating various modes of transport -roads, railways, waterways, urban transport, and air transport to operate as part of one system for optimal performance;
- (iii) Integrating transport infrastructure with transport services to reduce overall transport costs thereby increasing the competitiveness of agricultural, industries, and businesses;
- (iv) Integrating climate resilience, green growth, asset management, and safety in the transport sector thus making the sector more resource efficient, reducing carbon footprint, minimizing GHG and contributing to health outcomes.

The project is structured around FOUR components:

- **Component 1: Effective delivery and maintenance of transport infrastructure:** Provision of civil works to: (i) fill critical infrastructure gaps

in the Integrated Transport Network Development Plan (“ITNDP”) demonstrating use of innovative, climate-informed, safe, and nature-based solutions; (ii) reduce urban congestion; and (iii) introduce effective delivery of maintenance, through:

Sub-Component 1.1. Improvement, rehabilitation, and heavy periodical maintenance of about 300 km of SH, MDRs and urban roads, including missing bridges in strategic corridors under ITNDP to improve regional and national connectivity and reduce urban congestion.

Sub-Component 1.2. Pilots covering:

last mile connectivity to small and scattered populations involving VECs;
last mile connectivity to important tourist destinations;
innovative and climate resilient bridges to replace existing timber bridges;
ropeways to connect important tourist destinations using PPP/EPC contracts; and
spot improvement to improve urban mobility such as non-motorized solutions using walkways, flyovers and helipad terminal.

Sub-Component 1.3. Pilots on innovative maintenance contracts (covering about 1000 km roads) including area-based, performance based, and community-based contracts; productive use of in-house maintenance staff; use of low-cost bitumen surface treatments; and off-carriageway maintenance contracts managed by women led groups.

- **Component 2: Asset Management, Institutional Effectiveness, and Transport Services:** Provision of technical assistance to implement the Transport Sector Modernization Plan (“TSMP”) to build on and carry forward the ongoing initiatives in the following areas:

Sub-Component 2.1 Asset Management: Implementing PWD’s Asset Management Plan to introduce modern asset management practices including setting-up a simple asset management and information system to prepare district level annual maintenance plans and deliver those using innovative maintenance contracts covering performance/area-based, alliance contracts involving pooling of PWDs and contractors resources, and community contracting through women-based micro-enterprises, and use of cost-effective maintenance techniques such as mobile maintenance units and low-cost bitumen surfacing.

Sub-Component 2.2 Investment Effectiveness

Sub-component 2.2.1: Integrated Transport Network Development Plan (“ITNDP”) covering strategic transport network of highways and roads, bridges, last-mile connectivity, and ropeways;

Sub-Component 2.2.2: Innovative, climate resilient, nature-based design and construction solutions for roads and bridges, least-cost-engineering solutions for local infrastructure; and strategies for “cost-optimization” and advance investment planning in infrastructure delivery, and mainstreaming “climate resilience and green-growth” in road sector including climate vulnerability assessments.

Sub-Component 2.3. Institutional Effectiveness

Sub-component 2.3.1: Development and implementation of suitable plans for operationalization/strengthening of Transport Board, Centre of Excellence, construction industry, MIDFC and PWD including online Project management tools and updating of PWD’s codes and technical documents, COVID-19 responsive contract management

framework including safe working methods, and framework to deliver local infrastructure using VEC.

Sub-component 2.3.2: (a) Implementation of a human resources professional development strategy through the Centre of Excellence to build capacity and knowledge base of transport agencies and contractors including e-learning, international exposures, and pilots for gender informed employment opportunities; and (b) focused skill enhancement program for: (i) PWD's women staff to improve their on the job performance and carrier progression; and (ii) unemployed women to enhance their employability for civil works jobs.

Sub-component 2.3.3: Development of an overarching transport sector vision 2030 comprising sub-sector policies, strategies, long-term financing plan, and transport-oriented growth strategies.

Sub-component 2.4. Urban Mobility, Transport Services and Road Safety Management

Sub-Component 2.4.1 Urban Mobility and Transport Services: Strategies to improve urban-mobility, logistics efficiency, passenger and good transport services, enhancing border trade; mobility plan for urbanized locations, and pilot Incentive Schemes to promote private sector led transport services for young women and men by empowering them to become transport operators (by owning a vehicle though provision of viability gap funding, as required) to offer quality transport services under post Covid-19 economic recovery program.

Sub-Component 2.4.2 Road Safety Management: Implementation of a road safety action plan including retrofitting road safety measures on existing network, capacity building programs of related agencies, and road safety awareness programs.

- **Component 3: Project Management and Implementation:** Support for Project preparation, engineering supervision, Project management including equipment, and refurbishing of office infrastructure.
- **Component 4: Contingent Emergency Response Component ("CERC"):** Provision of immediate response to an Eligible Crisis or Emergency, as needed

3. Implementation Arrangement

MIDFC will be the Project Management Unit (PMU) responsible for overall planning, budget allocation, coordination, and monitoring of the Project. PWD, C&RD, UAD, and Transport Department will be the key implementing agencies for the project. All civil works will be implemented by PWD with active involvement of MIDFC, UAD, C&RD, VECs and other departments in project selection. UAD, C&RD, Transport and other Departments like tourism, agriculture, industries, health, traffic police, and education will be actively involved in technical studies and the road safety sub-component (under Component 2). The Road Safety Cell under PWD will be responsible to implement the road safety sub-component. Except for PWD, MIDFC will be responsible to procure the technical assistance activities related to other departments. The concerned departments will, however, be fully responsible for defining the scope of technical studies as well as to

guide, monitor, and approve the work of the consultants for payment (to be processed by MIDFC).

The project core team consists of a Project Director (PD), Secretary, Planning and Chief-Executive Officer, MIDFC, supported by a Deputy Project Director and other staff in MIDFC; an Additional Project Director (APD) from PWD; and APDs/Nodal officers from C&RD, UAD, and Transport and other departments including agriculture, tourism, and industries. The implementation arrangements allow MIDFC and various implementing agencies to work in a horizontal structure as a coherent team, just like a unified transport ministry. Each APD/Nodal officer will be fully responsible to execute his/her project activities under the guidance of his/her Secretary by involving other officers and field staff, as required. The Transport Board, when functional, will also monitor the progress on project implementation including TSMP through quarterly reviews.

A Chief Engineer, PWD is already functioning as an APD with dedicated units for engineering designs, procurement and contract management, social and environmental, grievance redressal, financial management (FM), and institutional development including road safety. These units will be providing cross- support to other implementing agencies. PWD has set up a Task Force to implement TSMP and a COE by enhancing the role of its existing Road Research Laboratory. The COE will work to enhance the capacity and knowledge base and promote innovations and new ways of doing business in transport agencies. A ropeway authority is being set-up in MIDFC/PWD to implement and oversee operations and maintenance of ropeways.

4. The Service

MIDFC now proposes to engage a management consultancy firm of repute to work as the Project Management Consultant (PMC) for the project, hereinafter called “Consultant” to assist it to effectively implement the project within the agreed timeframe and applicable guidelines. The Consultant is essentially to provide high quality management and implementation support (through a small team of experts) to MIDFC by working as an integral part of the MIDFC/PMU. The consultant will not have a direct role to implement the project but work towards delivering the activities as laid out in this TOR.

The Consultant will be selected in accordance with the procedures set out in the World Bank’s Guidelines: Procurement Regulations for IPF Borrowers: Procurement in Investment Project Financing Goods, Works, Non-consulting and Consulting Services, July 2016.

5. Objective of the Project Management Consultancy Services

The objective of the services is to provide high quality professional technical advice and management & implementation support to the MIDFC/PWD to effectively implement, with the support of the resources of MIDFC/PWD and line departments executing the project components, various components under the project. In order to achieve this objective, the Consultant will provide support to ensure each and every activity of all the components of the project is completed without any cost and time overrun. The consultant will deliver along the lines of the following broad scope of work:

- i. Ensure compliance to project loan agreements and its covenants with a view to achieve agreed-upon project monitoring indicators in stipulated time frame. The consultant will be required to work in close coordination with the PMU.
- ii. Ensure consistency and compliance with the World Bank procedures and on achieving the key results during project implementation.
- iii. Efficiently manage the project on assistance to the PIUs of the client such that each activity of the project will be completed in agreed timeline, within budgeted cost and time frame and in full compliance with World Bank guidelines and applicable acts, rules and regulations. Provide support to the PIU in management and administration of the Contract Agreements with the civil contractors engaged for various components under the project.
- iv. Assessing the progress of the project outputs and outcomes as per the project M&E framework.
- v. Assist the client in preparation of bidding documents, updating cost estimates, bid invitations and bid evaluations. The PMC is also required to assist the PMU and PIUs in implementing, monitoring project activities, assess reasons for delay and identify means for improvement, review reasonability of the proposals prepared by the design consultants.
- vi. Provide training to the PIUs in project formulation, management, monitoring and evaluation, financial, social and environmental management aspects and community participatory approaches of the project. The consultant will be fully associated with the PMU in implementation of project works.
- vii. Assist the PMU in monitoring the services of other consultants working in the project; reviewing their reports and providing feedback to the PMU.
- viii. Prepare monthly and quarterly project reports for PMU/PWD and the Bank.

6. Scope of the Consultancy Services

The PMC will be responsible for effectively leading and taking initiative to efficiently manage and implement various components under the project. PMC will be responsible for advising, assisting and acting on behalf of the MIDFC/PWD when so authorized, for the effective management of the different components of the project. The quality of the Project Management Consultant would be of the standard expected under the Project Agreement with the World Bank. Overall scope of the PMC services shall be as indicated herein below but not limited thereto.

Task-1: Familiarization with the project

1. The Consultant's team will be expected to be fully familiarized with the Project along with its different components through the project documents and all executing agencies for the same.
2. The PMC will get acquainted with all the work done and reports/documents prepared under the project prior to PMC's placement.
3. Documenting on soft and hard media, work done, and expenditure made prior to PMC placement for ready reckoning for future recourse.
4. The PMC is expected to familiarize with the World Bank contribution to the project, their support, guidelines and regulations for project implementation.

Task 2: Project Management Support for Civil Works

1. The Consultant shall assist the PWD/ PIUs/ PMU in carrying out review and finalization of the detailed engineering designs/ feasibility studies/ DPRs for civil works envisaged under the project in accordance with the best engineering practices, applicable rules and regulations, IRC publications, Indian Bureau of Standards. Design reviews and DPRs will have to cater to site requirements, construction amenability and least life cycle cost aspects. While reviewing the DPRs helping to ensure it addresses the social, environmental and safety issues.
2. Review, monitor and advise on the implementation of all civil works, including pilot projects and maintenance activities including physical and financial aspects, analysis of variance against actual on a quarterly basis, provide technical advice on contract-related matters and potential issues of project implementation, extension proposals, coordinating with the contractors, supervision consultant to ensure timely completion of all works as per signed contracts and applicable rules, regulations and guidelines.
3. As part of the review of the progress, the consultant shall also review the contractors work plan in coordination with the supervision consultants using project management tools such as Primavera or MS Project and suggest suitable modifications necessary to achieve the targets.

Task-3: Institutional strengthening

1. The Consultant shall assist the PMU/ PIU/ PWD in drafting and finalizing the terms of reference and RFPs for engaging consultancy services for various activities envisaged under the project. Provide technical support during subsequent processes including procurement, coordinate the activities of different consulting firms under the project, review and provide comments and feedback to the consultant's output, consolidate comments received and assist in communicating to respective consultants and finalisation of the outputs, their implementation and consultancy services.
2. Develop a detailed implementation plan for all activities, using critical path method (CPM) and based on international best practice; review and update the plan from time-to-time.
3. Assist the PMU in coordination with the respective nodal departments for various activities under the project.

Task-4: Training, Capacity Building & Skill Development

1. Assist in establishing a training and capacity building plan covering various categories of staff and its implementation
2. Prepare training materials and training programs for the personnel (different level personnel) of road/transport agencies, contracting industry, micro enterprise contractors including women entrepreneurs of the state to help build capacity of local construction industry
3. Identify national and international institutes for imparting training and conducting workshops. For conducting workshops, a provisional sum of INR 01 million is kept under the PMC services.
4. Assist PMU/PWD in engagement of consultant for conducting study/on job training tours, within country as well foreign countries, related to skill

development of the personnel of transport related departments/agencies. For conducting such study/on the job training tours a provisional sum of INR 05 million is kept under the PMC services.

5. Review the implementation of such programs and workshops and offer value addition.

Task-5: Asset Management & Maintenance

1. Review the existing system in PWD for updating road inventory and condition surveys of the pavement & structures along with the periodicity for updating. Suggest any modifications if required considering the best practices in the sector.
2. Review the existing system of preparing Annual Maintenance Plans and suggest modifications required if any, making the system simplified for ensuring a holistic approach for the entire road network of the state as a whole.
3. Review existing maintenance policies of the state and suggest further refinements and also prepare a time bound Action Plan for implementation the same.
4. Assist PWD in development and implementation of innovative maintenance contracts (performance based) involving local communities/Self Help women Groups for off-the-carriageway maintenance activities.
5. Assist PMU/PWD in engagement of consultant/consultants for carrying out some of the above activities and review the progress of the consultant/consultants.
6. Assist PMU/PWD in implementing other PBCs

Task-6: Procurement Activities

The PMC will be responsible for assisting the PMU in preparation/ updating of the Procurement Plan (PP), coordination of procurement of civil works, goods & consultants under the project and ensuring that the procurement is carried out in compliance with the procedures/ project scheduling/ procurement plan agreed with the World Bank.

1. Assist PMU/PWD in formulation of REOIs, TORs & RFPs for procurement of various consultancies under the project, including evaluation.
2. Assist PMU/PWD in evaluation of bids of construction works .
3. Assist PMU/PWD in preparation of contract agreement documentation and contract signing of the works contracts and contracts of consultancies.

Task-7: Contract Management and Program Management

1. Assist PMU/PWD/other relevant line departments (PIUs) in reviewing/monitoring the work completion programs submitted by the contractors/line departments (PIUs) and suggest any modifications for timely completion of the works without any cost overrun.
2. Assist PMU/PWD/other relevant line departments (PIUs) from time to time in contract management and also in the variations/rates (for new items) proposed by the contractors.
3. Assist PMU/PWD/other relevant line departments (PIUs) in addressing claims preferred by the contractors, if any.

4. Provide guidance/advice to the PWD/PMU/PIU/other relevant line departments (PIUs) in any contract related matters.
5. Assist in coordination of activities and various consultancies for civil works and institutional strengthening.
6. Prepare projections of contract awards and disbursements for the project and continuously update the requirement for financing based on change orders and contract variations agreed upon in the project.
7. Monitor from time to time the status of available funds, fund flow within the investment program, disbursement of funds from the loan amount, projections of future financial needs, and the financial progress of each concession/contract.
8. Identify issues and actions requiring management of interfaces between different parties within the project and external parties. Establish an interface management matrix to identify the interfaces, parties involved, decisions required and timeline for solving the issues identified. Monitor the timely addressing of issues and advise the project on pending decisions/ actions.
9. Assist PMU/ PWD in grievance redressal and management for the project including proper documentation, recording and reporting associated with it as per the agreed project documents.
10. Prepare comprehensive monthly and quarterly project progress reports as required for management of the project and reporting to the PMU/ State and the World Bank. The report should also flag potential implementation issues before and when they crop up, advise the project on addressing them.
11. Any other related project management work as requested by the PMU.

Task-8: Social and Environment Safeguard Management

1. Review and provide expertise to MIDFC & PWD in the field of social and environment safeguard assessment to ensure:
 - i. Compliance with the Environmental and Social safeguard policies
 - ii. All social and environmental impact assessments have been prepared as required by the World Bank and GoM requirements
 - iii. Adequate and appropriate mitigation and monitoring measures have been included in the social and environment management plans for all construction related activities in the project
 - iv. Appropriate measures have been included in the project design and contract documents for minimizing and mitigating impacts
 - v. All necessary environmental clearances and permits have been identified and procured by the contracts
 - vi. Adequate consultation has been carried out with local stakeholders in the influence area of each sub-project to minimize and mitigate any adverse social impact
 - vii. Compliance with the TOR, World Bank and GoM requirements and agreed resettlement framework for the project.

Other tasks with respect to monitoring of safeguards under the project:

2. Assist and ensure environmental safeguard measures incorporated in the contract documents, environment management plans and resettlement plans

- are being implemented by the PIUs, construction supervision consultants and contractors
3. Review and approve the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions (not less than once every 6 monthly)
 4. Review and approve ESHS provisions of method statements plans, proposals, schedules, and all relevant Contractor's documents
 5. Review and advise on the ESHS risks and impacts of any design change proposals and the implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements
 6. Undertake audits, supervisions and./or inspections of any sites where the Contractor is undertaking activities related to the Works. to verify the Contractor's compliance with ESHS requirements, with and without contractor and./or client relevant representatives, as and when necessary,
 7. Undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ESHS related documentation, as necessary, to confirm the Contractor's compliance with ESHS requirements;
 8. Undertake checking through field visits on sample basis how the grievances of the citizens and communities were addressed by the PIUs for compliance of the social safeguards and implementation of environmental management plans
 9. Agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ESHS obligations;

Task-9: Financial Management Support

1. Assist the PMU/ PWD in monitoring the budget availability, commitments, funds availability (budget appropriation) on a regular basis to ensure that all project payments are made in a timely manner as per the contract terms.
2. Assist the PMU/ PWD in preparing the Annual Project Financial Statement (APFS) as per the template provided in project documents.
3. Assist the PMU/ PWD in preparation of the quarterly IUFs. The IUFs are to be prepared on the basis of accounting records in IFMS
4. Ensure only eligible expenditure as per the Loan Agreement is claimed from the Bank and the legal covenants remain in compliance.
5. Assist in submission of required documentation to CAAA, GoI for the preparation of withdrawal application for getting reimbursement from World Bank.
6. Support in statutory compliances including Income tax, GST etc.
7. Assist the PMU/ PWD to maintain and periodically update an asset register which is to be regularly reconciled with physical assets.
8. Recommend and implement new business procedures where required for efficient financial management, and provide training to PMU/ PWD staff to enable them carrying out the tasks assigned under the institutional and management structure. Suggest improvements

- required if any in the internal control arrangements and the financial management of the project.
9. Review the findings of the internal audit consultants and prepare a plan to address emerging issues;
 10. Review the AG's audit report and consolidate qualifications, prepare explanations, additional information in close collaboration with PIUs, assist the Client in the discussion with the AG in an effort to clear the qualifications,
 11. Maintain a monitoring sheet to track pending audit observations (internal and external) to facilitate early resolution.
 12. Assist the PMU/ PWD on any other tasks related to the Finance and Accounts of the Project.

Task-10: Monitoring & Evaluation of the project

1. Assist the PMU/ PWD in overall monitoring, evaluation and reporting of the project including agreed result framework, performance-based conditions (PBCs) to fulfil the requirements of the state and the Bank
2. Assist the PMU/ PWD in monitoring of result framework indicators and PBCs, status reporting and identifying of any issues and providing a rectification plan if any.
3. Develop a monthly detailed project progress monitoring framework in line with the M&E framework included in project document (project appraisal document), assist in monitoring its implementation in close collaboration with the parties involved. For this purpose, the consultant shall review the needs assessment for project performance monitoring system including preparing a simplified IT system which can provide functions of physical progress management, financial progress management and overall project management.
4. Preparation of the project mid-term review reports & project completion report (Borrower's Mid-term and Completion Reports)

Task-10: Users Satisfaction Surveys

The consultant shall design and conduct a user satisfaction survey to obtain feedback on citizens perception of the adequacy and efficiency of services provided under the project. The survey will be conducted thrice at the start, mid-term and end of the project, segregated by various social groups including gender. A detailed TOR for the same will be agreed once the consultant is on board.

Task-11: Assist the PMU/ PIUs in preparation of supporting documentation for the project

1. Assist the PMU/ PIUs in preparing documentation/ various progress reports for internal and external parties and also those required for World Bank missions in the connection with the project. These documents will include scope of all project activities and cover fiduciary and safeguard related information.
2. Any other reasonable assistance that may be required by the Client during the course of implementation of the project that could be accommodated

by the consultant without deploying additional manpower and incurring additional costs.

6. Deliverables:

The PMC services will be carried out for an implementation period of five (05) years extendable to project requirements and performance of consultant. The consultant will submit the Inception Report no later than 30 days after signing of contract. The Inception Report details the deployment of personnel and the approximate time of their mobilization which is in coordination with the project implementation plan. The consultant will no later than the 10th of each month submit a summary report of the progress of all ongoing sub-projects and consultancies and make recommendations on how to deal with the problem areas. As part of the MPR the consultant must also file Quarterly Progress Reports with updated project costs and expenditures until completion and estimated completion costs for each activity. The targets and approximate duration of various tasks/ deliverables of consultancy are given below:

6.1 The Consultant will submit the following Reports:

- (a) **Inception Report:** To be submitted within thirty days after the date of commencing the services. The Inception Report shall specify the detailed methodology, staffing schedule and the inputs required from MIDFC to deliver the services.
- (b) Documentation of all works done prior to placement of PMC
- (c) **Monthly project progress reports:** to be submitted by the 10th day of the month followed by the quarterly progress reports within 30 days of every quarter.
- (d) Reports to be discussed during the various implementation support missions of the World Bank. These reports should include the findings of the stakeholders' workshops, areas needing improvements, and recommendations to enhance project outcomes.
- (e) Other notes, reports, presentations and minutes of meetings as and when needed.
- (f) Performance reports of completed works projects and any notes/ reports required for WB clearances
- (g) Mid-term review report required as per WB guidelines
- (i) User Satisfaction Survey Reports for all three surveys.
- (h) Project Completion report including complete documentation of project completion or completion of PMC services, whichever is earlier.
 - (i) **Final Report:** to be submitted within thirty days upon completion of the services containing the main lessons learnt from the assignment.

6.2 **Quantity:** Five (5) hard copies in English and Electronic copy in PDF format suitable for posting on MIDFC website if needed.

6.3 The Consultant shall discuss and agree with MIDFC about the contents of the reports.

7. Consultant's Team

7.1 The project will finance a Project Management Consultant to support high quality and timely implementation of the project. As a result of the project funding, levels of work outputs are expected to increase significantly. The services of the PMC are expected to provide the required management support to achieve the planned outputs. Particular

attention will be given in the evaluation of proposals on how the consultant team mobilizes to provide support to the MIDFC. Consultants are encouraged to propose a staffing plan and mobilization plan that best suits the needs of the project. **310** person-months of key professionals are anticipated to be required for this assignment over a **5-year period**. Consultants shall make the provision accordingly in their financial proposals.

7.2 The core team of the PMC key personnel will consist of:

K-1 Team Leader

K-2 Senior Highway Engineer-cum-quality Specialist

K-3 Institutional Strengthening Specialist

K-4 Procurement and Contract management Specialist

K-5 Social, gender and community participation Specialist

K-6 Environmental Specialist

K-7 Financial management Specialist

K-8 Training Specialist

CVs of all the above key experts will be evaluated during evaluation of proposals.

7.3 The experience and qualifications of the key personnel would be as under:

	<u>Position</u>	<u>Professional Experience</u>	<u>Educational Qualification</u>	<u>Specific Expertise</u>
	Project Management Consultant (Team Leader)	Minimum of 15 years Experience in infrastructure projects out of which minimum 7 years' experience in Transport sector with 3-4 years of experience in roads & highways field.	Essential: MBA/ PG (Diploma) in Management with civil engineering background from a recognized institute.	He/ She should have proven record of project management of the infrastructure projects especially roads/highways and modernization of Institutional framework of infrastructure related bodies/institutions like PWDs/NHAI/MORTH/ large infrastructure companies etc. Experience in World Bank/ ADB aided projects shall be given priority. He/ She should also have good overall knowledge of planning and contract management aspects of

				infrastructure projects especially in road & highways sector. Experience in PM software such as Primavera
Procurement/Contract management Expert	Minimum 10 years of experience of which at least 7 years on procurement of works and on roads & highways projects.	Graduate in Civil Engineering from a recognized institute.		He / She should have in depth knowledge of FIDIC conditions of contracts, preparation of procurement documents including terms of references for the procurement of various consultancy services under the project, evaluation of prequalification applications, preparation of civil works documents, bid evaluation and analysis of rates etc. Experience of at least one World Bank / ADB aided projects of roads / and highways is essential.
Social cum Environmental Expert	Minimum 10 years experience out of which at least 5 years experience in hills. Experience of working as social / resettlement expert for civil engineering projects and experience on environmental impact assessment of development projects is essential.	Masters degree in social sciences / environmental sciences		Experience of working as social / resettlement expert for civil engineering projects and experience on environmental impact assessment on at least two World Bank / ADB aided projects of roads / highways are essential.
Senior Highway Engineer Cum Quality Specialist	Minimum 15 years of Experience in road& highways' sector, out of which 3 years should at least be in the hills.	ME/M.Tech in Civil Engineering with specialization in Highways/		He/ She should have thorough experience on design and planning of highway projects. He/ She should be well versed with the application of highway

			Transportation from a recognized institute.	design software as well as road safety. He/ She should have worked for at least five (03) years as Material Engineer / Geotech Engineer in roads / highway construction projects. Experience of working in the hills will be treated as additional experience. Experience of working in World Bank / ADB aided projects of roads / highways will be given additional weight age.
Institutional Strengthening Specialist	5-7 years of working experience in the planning and development sector.	Master's degree in Planning or MBA/ PG (Diploma) in Management with civil engineering background from a recognized institute.	Experience in designing, implementing and evaluating capacity building activities. Experience of working in World Bank / ADB aided projects of roads / highways will be given additional weight age.	
Environmental Specialist	Minimum 10 years of experience of which at least 5 years is on environmental impact assessment of related development projects, especially on roads & bridges projects.	Post-Graduate Diploma/ Master's or equivalent in environmental or life-science/ engineering/management	Experience of working in civil engineering and transport projects and experience on environmental impact assessment on at least two World Bank / ADB aided projects of roads / highways are essential. Experience of working in the hills will be treated as additional experience.	
Financial Management Specialist	Minimum of 10 years Experience in infrastructure projects out of which minimum 5 years' experience in Transport sector with 3-4 years of	Master's Degree or equivalent in Financial Management i.e. MBA (Finance).	Experience of working in preparing the Annual Project Financial Statement, IUFR, Experience in World Bank / ADB aided projects are essential.	

		experience in roads & highways field.		
	Training Specialist	Minimum of 10 years Experience in infrastructure projects out of which minimum 5 years of experience in roads & highways field and World Bank/ADB projects.	Graduate in Civil Engineering from a recognized institute.	Experience of at least two World Bank / ADB aided projects of roads / and highways is essential. Experience of at least one PPP/EPC project related to transport infrastructure is essential.

7.4 The function of team leadership will be dealt with by the Project Management Consultant. In the absence of the Team Leader, Procurement Expert could be designated as Team Leader with prior approval of the PMU.

During implementation of the project, the PMC team will be supplemented with other support staff from time to time to provide support in accomplishment of various assignments indicated above.

8. Inputs by the MIDFC/PMU/PWD (PIU)/Relevant Line Departments (PIUs)

8.1 The MIDFC has created a dedicated Project Management Unit headed by Project Director for the implementation of the project, as Project in charge. The Consultant's Team shall support the PMU Project in charge and his dedicated Project Team in fulfilment of the tasks assigned.

8.2 The Consultant will work as part of the PMU office and PWD/Relevant Line Departments (PIUs) will provide access to the required information and other assistance as required to effectively undertake this assignment. Any relevant document available with the PWD/Relevant Line Departments (PIUs) would be shared with the Consultant's team for limited purposes of the assignment.

9. Deliverables:

9.1 Reports as narrated at point no. 6 above. In addition, the consultants will be required to provide its comments on various documents and reports to be prepared by the line departments (PIUs) during the course of the implementation of project. Review reports on various project related documents shall also be submitted by the consultants as required by the Employer / PMU.

10. Location and duration of services:

(i) The PMC will be based in Shillong, the capital city of Meghalaya state. The Consultant shall be stationed at MIDFC office.

(ii) The PMC should provide at their own all the logistics, consumables, Laptops (including software/other associated peripherals) and equipment etc. required for providing services smoothly and the PMC shall make the provision in their financial proposals accordingly.

(iii) No provision for the purchase of vehicles shall be made by the Consultants in the financial proposals. For transportation cost, the Consultants shall make provision for the rental of vehicles (including running and maintenance charges) towards transportation in their financial proposals.

(iv) The duration of services will be initially for five years extendable to project requirements and performance of consultant. This may be extended subject to requirements and good performance of the PMC.

11. SITE VISITS / OUTSIDE STATE VISITS: Number of visits to the site of works cannot be decided at this stage, the visits will depend on the requirement felt during the period of PMC services, as such a Lump Sum provision of Rs. 1(one) million be made in the financial proposals as provisional sum. However, the Travelling allowance shall be reimbursed only as below:

(i) For journeys outside the State, Economy class Air Fare / 2nd Class AC Train fare / AC Taxi from Shillong to the destination station. Within the State, all the journeys shall be made by road in PMC's vehicles.

(ii) Hotel accommodation with a maximum room rent of Rs.5, 000/= (plus taxes) in the capital of the States & Delhi and Rs.3, 000/= (plus taxes) at other places outside the State with production of receipt / voucher.

(iii) for the journeys inside the State, hotel accommodation with a maximum room rent of Rs.3, 000/= (plus taxes) for key professional staff/ advisors / experts and @ Rs.2,000/= per day for the support staff will be admissible, provided absence from Shillong / Head Quarter involves night stay, with production of receipt / voucher.

(iv) For local transport at Shillong, PMC will use its vehicles, while at destination (outside State travel) transport will be reimbursed as per actual. For expenses up to Rs.500/= no voucher will be required while for more than Rs.500/= voucher is required for reimbursement.

(v) For journeys outside the State, Per Diem @ Rs.2, 000/= per day in the capital of states & Delhi (complete NCR) and Rs.1, 000/= per day at other places will be paid only to key professional staff/ advisors / experts.

(vi) For journeys within the State, Per-diem @ Rs.1, 000/= per day for key professional staff/ advisors / experts and @ Rs.500/= per day for the support staff will be admissible, provided absence from Shillong / Head Quarter involves night stay. In case of no night stay, per diem @ 50% of these rates will be admissible provided absence from Shillong / Head Quarter is more than 8 hours.

(vii) Outstation journeys shall be made / taken only after the written permission of the Employer / Project Director, MIDFC.

1. ENVIRONMENTAL AND SOCIAL POLICY

For supervising civil works contracts:

The Client should attach or refer to the Client's environmental, social, health and safety policies that will apply to the project. If these are not available, the Client should use the following guidance in drafting an appropriate policy for the Works.

SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY

The Works' policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), gender-based violence (GBV), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Client is advised to consult with the World Bank to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy.

As a minimum, the policy is set out to the commitments to:

- 1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- 2. provide and maintain a healthy and safe work environment and safe systems of*

work;

3. *protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
4. *ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;*
5. *be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, child sacrifice, child defilement, and sexual harassment;*
6. *incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
7. *work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
8. *engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
9. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation;*
10. *minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;*

The policy should be signed by the senior manager of the Client. This is to signal the intent that it will be applied rigorously.

2. _____]

Requirements and Scope of Services

Key Expert/s: Environment, Social, Health and Safety (ESHS)

The following is a template specifying the scope of services for the ESHS Key Expert/s for civil works supervision. This should be attached to Section 7, Terms of Reference.

Qualification for the ESHS Key Experts:

The Key Expert/s shall have the appropriate level of academic and professional qualifications and experience to recognize and to deliver good international industry practice with respect to Environment, Social, Health and Safety (ESHS).

Scope of ESHS Key Expert Services, tasks and expected deliverables

Ensure the Contractor's ESHS performance is in accordance with good international industry practice and delivers the Contractor's ESHS obligations.

This includes, but is not limited to:

1. review and approve the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions (not less than once every 6 monthly);
2. review and approve ESHS provisions of method statements plans, proposals, schedules and all relevant Contractor's documents;
3. review and advise the relevant person (of the Engineer) on the ESHS risks and impacts of any design change proposals and the implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;
4. undertake audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities related to the Works, to verify the Contractor's compliance with ESHS requirements, with and without contractor and/or client relevant representatives, as necessary, but not less than once per month
5. undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ESHS related documentation, as necessary, to confirm the Contractor's compliance with ESHS requirements;
6. agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ESHS obligations;
7. attend meetings including site meetings, progress meetings to discuss and agree appropriate actions to ensure compliance with ESHS obligations;
8. check that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations;
9. review and critique, in a timely manner, the Contractor's ESHS documentation (including regular reports and incident reports) submitted to *[Resident Engineer or named Key Expert with overall responsibility for the Engineer]* and to provide advice to ensure the accuracy and efficacy of the documentation
10. undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ESHS issues, and report to *[Resident Engineer or named Key Expert with overall responsibility for the Engineer]*;

-
11. prepare a brief monthly report that describes the work that the Engineer's ESHS Key Expert/s have undertaken, the issues (including any Contractor's ESHS noncompliance) identified and the actions taken to address the issues.
 12. *[add any other tasks as appropriate].*

PART II

Section 8. Conditions of Contract and Contract Form

STANDARD FORM OF CONTRACT

Consultant's Services
(Time-Based)

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 Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1 on Fraud and Corruption shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project NameMEGHALAYA INTGRATED TRANSPORT PROJECT, (WORLD BANK FUNDED PROJECT), PROJECT ID 168097

*Loan No.***9169 IN**
Assignment TitlePROJECT MANAGEMENT CONSULTANCY

Contract No. _____

between

MIDFC
[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[MIDFC]* (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 a loan from the *International Bank for Reconstruction and Development (IBRD)* toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract(including Attachment 1 “Fraud and Corruption”;
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: ReimbursableCost Estimates

Appendix E: Form of Advance Payments Guarantee

Appendix F Code of Conduct (ESHS)

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; and Appendix F. 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]*

SHRI B M SYIEM,

CHIEF OPERATIONS OFFICER (COO) &

Dy PROJECT DIRECTOR (MITP)

[Authorized Representative of the Client]

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 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.
 - (b) “Applicable Regulations” means Procurement Regulations for IPF Borrowers of date specified in the **Special Conditions of Contract (SCC)**.
 - (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

3.1. This Contract, its meaning and interpretation, and the relation

- Contract** between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Fraud and Corruption** 8.1 Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees** 8.2 The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or

sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in

reactivating the Services; or

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

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 49.1;
- (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 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 of the Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit

inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

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

e. Payment upon Termination

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

the Services.

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

**b. Law
Applicable to
Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interest

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

Clause GCC 13.

**25. Accounting,
Inspection and
Auditing**

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

25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its sub-contractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Sub-contractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting
Obligations**

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

**27. Proprietary Rights
of the Client in
Reports and
Records**

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

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

**28. Equipment,
Vehicles and**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or

Materials

partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at

the same rate of remuneration.

30.3 For each substitution of key Experts, in accordance with GCC Clause 30 and 33, the Employer may impose a penalty on the Consultant, equivalent to one month's salary of the key professional proposed to be replaced.

**31. Approval of
Additional Key
Experts**

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

**32. Removal of Experts
or Sub-consultants**

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

**33. Replacement/
Removal of Experts
– Impact on
Payments**

33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**34. Working Hours,
Overtime, Leave,
etc.**

34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their

departure from, the Client's country as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

35.1 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.
- (c) 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.
- (d) 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.
- (e) 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.

- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

36. Access to Project Site

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

38. Services, Facilities and Property of the Client

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

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

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

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services

shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

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

**40. Payment
Obligation**

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

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**42. Remuneration and
Reimbursable
Expenses**

42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts

as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

43. Taxes and Duties

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

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

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.

45. Mode of Billing and Payment

45.1 Billings and payments in respect of the Services shall be made as follows:

(a) *Advance payment.* Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.

(b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**.

Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

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

46. Interest on Delayed Payments

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

47. Good Faith

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

H. SETTLEMENT OF DISPUTES

48. Amicable Settlement

48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

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

49. Dispute Resolution

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

II. General Conditions Attachment 1

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection

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

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

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

and/or contract execution,, and to have them audited by auditors appointed by the Bank.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the laws of India
1.1 (b)	The date of the “Applicable Regulations” is: <i>July 01, 2016, Revised November 2017 and August 2018 available on www.worldbank.org</i>
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : Meghalaya Infrastructure Development Finance Corporation Attn: Mr. Bibatdor Syiem, C.O.O., MIDFC, On behalf of the Project Director Address Meghalaya Infrastructure Development Finance Corporation, House No. L/A-56, Lower Nongrim Hills, Shillong, Meghalaya, 793003, INDIA. Tel:+919436102314/+91-8259865074 E-mail: midfcmtp@gmail.com</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> Shri B M Syiem, COO, MIDFC & DY PROJECT DIRECTOR (MITP)</p>

	For the Consultant: <i>[name, title]</i> _____
11.1	The effectiveness conditions are the following: Signing of Contract by both the parties
12.1	Termination of Contract for Failure to Become Effective: The time period shall be <u>1 month from the date of signing of contract.</u>
13.1	Commencement of Services: The number of days shall be <u>10(Ten)days from the date of signing of contract.</u> Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be 60 MONTHS FROM EFFECTIVE DATE. Or the closing date of the project whichever is earlier. Any extension of the time period shall be done with mutual consent of the parties.

<p>23.1</p>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>“Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceedstwo times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law in India”.]</p>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of an amount equivalentto_the total ceiling amount of the contract amount</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per Motor Vehicles Act 1988, India;</p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in India;</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,</p>

	<p>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>[If applicable, insert any exceptions to proprietary rights provision_____]</i>
27.2	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
30.3 Replacement of Key Experts	<p>Insert the following as sub paragraph 30.3</p> <p>For each substitution of key Experts, in accordance with GCC Clause 30 and 33, the Employer may impose a penalty on the Consultant, equivalent to one month's salary of the key professional proposed to be replaced.</p>
32. Removal of Experts or Sub-consultants	<p>Insert the following as Sub-Paragraph 32.3 and renumber original Sub-Paragraph 32.3 as Sub-Paragraph 32.4</p> <p>“Key Experts, Non-Key Experts or Sub-consultants who are found to be in breach of the Consultant's Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client's written request.”</p>
41.2	<p>The ceiling in foreign currency or currencies is:_____ [insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>The ceiling in local currency is: _____ Indian Rupees [insert amount] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant, subject to the Client performing such duties in regard to the deduction of such taxes as may be lawfully imposed.</p>

	<p>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></p>
42.3	<p>Price adjustment on the remuneration APPLIES.....</p> <p>Payments for remuneration made in [foreign <i>and/or</i> local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right]$ <p>where</p> <p>R_f is the adjusted remuneration;</p> <p>R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency;</p> <p>I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and</p> <p>I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]</i></p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:</p>

	$R_t = R_{l_0} \times \left[0.1 + 0.9 \frac{I_t}{I_{l_0}} \right]$ <p>where</p> <p>R_t is the adjusted remuneration;</p> <p>R_{l_0} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency;</p> <p>I_t is the official index for salaries in (The All India Consumer Price Index (Urban) as published by the Labour Bureau, Ministry of Labour, Government of India) or the first month for which the adjustment is to have effect; and</p> <p>I_{l_0} is the official index for salaries in _____ as indicated above for the month of the date of the Contract.</p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
<p>43.1 and 43.2</p>	<p>The consultants, sub-consultants and the Personnel shall pay the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed.</p> <p><u>For Foreign Consultancy Firms</u></p> <p>The Client warrants that the Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(b) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p>

	<p>(c) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p> <p>The client warrants for both the foreign and Domestic consultancy firms, the Consultancy services taxes (or its successor tax) paid in India in respect of this contract will be reimbursed on production of documentary evidence of payment.</p>
44.1	<p>The currency [currencies] of payment shall be the following: In INR</p>
45.1(a)	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of 10% in INR currency] shall be made within 30days after the Effective Date.The advance payment will be set off by the Client in equal installments against the statements for the first 12 months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>

45.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
46.1	<p>The interest rate is: 3% local currency, if payment is delayed beyond 30(Thirty) days after the due date stated GCC Clause 41.2.2</p>
49.	<p>Disputes shall be settled by arbitration in accordance with the following provisions.</p> <p>The procedure for adhoc arbitration will be as follows:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) In case of Dispute or difference arising between the Client and a domestic consultant relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Client and the Consultant. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* President of the Institution of Engineers (India)/For the purposes of this Sub-Clause, the term “Domestic (Indian)Consultant” means a consultant who is registered in India and is a juridic person created under Indian law as well as a joint venture between such a consultant and a Foreign Consultant.</p> <p>Note: <i>[Sub-para (b) is applicable in case of contract award to foreign consultants]</i>.</p> <p>(b) In the case of dispute with a foreign consultant the dispute shall be settled in accordance with provisions of UNCITRAL Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Client and the Consultant. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a</p>

	<p>presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed, the Presiding Arbitrator shall be appointed by the* President of the Institution of Engineers (India)/.For the purposes of this Clause, the term “Foreign Consultant” means a consultant who is not registered in India and is not a juridical person created under Indian Law.</p> <p>(c) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the *President of the Institution of Engineers (India)/, both in cases of Foreign Consultant as well as Indian Consultant, shall appoint the Arbitrator. A certified copy of the order of the* President of the Institution of Engineers (India)/, making such an appointment shall be furnished to each of the parties.</p>
	<p>2. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>3. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute. In case of a Contract awarded to foreign consultants, sole arbitrator or the third arbitrator shall not be a national of the Consultant’s home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government’s country. For the purposes of this Clause, “home country” means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or</p>

	(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>4. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held at Shillong, Meghalaya, , India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English</p> <p>(b) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(c) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the * President of the Institution of Engineers (India)).</p> <p>(d) The Arbitrator should give final award within 150..... days of starting of the proceedings</p> <p>(e) Performance under the contract shall continue during the arbitration proceedings and payments due to the consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> <p><i>* Choose one alternative. Insert Chairman of the Executive Committee of the Indian Roads Congress (for highway project) or any other appropriate institution (for other types of consultancies).</i></p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

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

APPENDIX B - KEY EXPERTS

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

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

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form 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-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

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

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

Date: _____ *[insert date]*_____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]*_____

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

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* () *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *[month]*_____, *[year]*__,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

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

Appendix F - Code of Conduct (ESHS)

[To be included for supervision of civil works contract]

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”