

SELECTION OF CONSULTANTS

Request for Proposals Consulting Services (Selection through e-procurement)

RFP No: *IN-ASDMA-312161-CS-QCBS*

**Consulting Services for: Design, Management & Supervision
Consultant for Augmentation of Existing Schools, Construction
of Multi-Purpose Flood Shelters and allied.**

Client: *Assam State Disaster Management Authority, Govt. of Assam*

Country: *INDIA*

Uploaded on Assam Tender Portal: 20th Feb, 2023

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PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services (Selection through e-procurement)

Name of Assignment: Design, Management & Supervision Consultant for Augmentation of Existing Schools, Construction of Multi-Purpose Flood Shelters and allied.

RFP Reference No.: IN-ASDMA-312161-CS-QCBS

Loan No.-//#//

Country: INDIA

Date: 20th Feb, 2023

Name of Consultant/Firm	Country
TRACTEBEL GKW GMBH	Germany
VISION EIS CONSULTING PVT. LTD.	India
AYESA INGENIERIA Y ARQUITECTURA, S.A.U (AYESA)	India
JPS ASSOCIATES (P) LTD., INDIA;	India
CONSULTING ENGINEERS GROUP LTD (CEG) INDIA	India
LEA ASSOCIATES SOUTH ASIA PVT LTD.	India
MARS PLANNING AND ENGINEERING SERVICES PVT LTD	India
PADECO CO., LTD.	Japan
MUKESH & ASSOCIATES	India
VIJNA CONSULTING ENGINEERS PVT. LTD	India

Dear Mr. /Ms.:

1. The *Government of Assam* (hereinafter called “Borrower”) has applied for financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a “loan” (hereinafter called “loan” toward the cost of *Assam Integrated River Basin Management Project - AIRBMP*. The Assam State Disaster Management Agency-ASDMA, 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 *Government of Assam* and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other

than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.

2. The Client now invites online proposals to provide the following consulting services (hereinafter called “Services”): **Design, Management & Supervision Consultant for Augmentation of Existing Schools, Construction of Multi- Purpose Flood Shelters and allied.** More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

Name of Consultant/Firm	Country
TRACTEBEL GKW GMBH	Germany
VISION EIS CONSULTING PVT. LTD.	India
AYESA INGENIERIA Y ARQUITECTURA, S.A.U (AYESA)	India
JPS ASSOCIATES (P) LTD., INDIA	India
CONSULTING ENGINEERS GROUP LTD (CEG) INDIA	India
LEA ASSOCIATES SOUTH ASIA PVT LTD.	India
MARS PLANNING AND ENGINEERING SERVICES PVT LTD	India
PADECO CO., LTD.	Japan
MUKESH & ASSOCIATES	India
VIJNA CONSULTING ENGINEERS PVT. LTD	India

4. It is not permissible to transfer this RFP to any other firm.
5. A firm will be selected under QCBS procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank’s “Procurement Regulations for IPF Borrowers” November 2020 (“Procurement Regulations”), 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)

6. The RFP is available online at <http://assamtenders.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>

7. 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: asamtenders.gov.in for which no fee is payable. Any Proposal or modifications to Proposal (including discount) received outside e-procurement system will not be considered.
8. Please inform us by **(23rd Feb, 2023)** through e-mail:
 - (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).
9. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.
10. Details on the proposal submission date, and time are provided in ITC 17.4. The e-procurement system would not allow any late submission of proposals after due date & time, as per server time.

Yours sincerely,

Assam State Disaster Management Authority, (ASDMA)
CEO, ASDMA
Ancillary Block, Dispur, Janata Bhawan.
0361-2237221
airbmpasdmapiu@gmail.com

Section 2. Instructions to Consultants and Data Sheet

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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 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.
- (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 *[loan/financing/grant¹]* agreement with the Bank.
- (e) **“Client”** means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) **“Client’s Personnel”** is as defined in Clause GCC 1.1(e).
- (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) **“Contractor”** is as defined in Clause GCC 1.1.(h).
- (j) **“Contractor’s Personnel”** is as defined in Clause GCC 1.1(i).
- (k) **“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

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

provisions of the ITC.

- (l) **“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.
- (m) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (n) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (o) **“Government”** means the government of the Client’s country.
- (p) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (q) **“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.
- (r) **“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.
- (s) **“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.
- (t) **“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.
- (u) **“Proposal”** means the Technical Proposal and the

Financial Proposal of the Consultant.

- (v) **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.
- (x) **“Sexual Exploitation and Abuse” “(SEA)”*** means the following:
 - Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
 - Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (y) **“Sexual Harassment” “(SH)”*** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s or Client’s Personnel.
- (z) **“Site”** is as defined in Clause GCC 1.1 (z).
- (aa) **“SPD - RFP”** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (bb) **“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.
- (cc) **“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.

*A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section 3.

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, subconsultants, service providers, suppliers, and 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 Procurement 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.

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 Proposals shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.

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 Proposal Validity

12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. 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

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to

**Validity
Extension**

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 Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all 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 in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

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 a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

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 Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. 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 Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and 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 can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals

electronically.

- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.1.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment], [reference number], [name and address of the Consultant]", and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]".

- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
- 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. Opening of Technical Proposals**
- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the

Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

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

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, 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 location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing 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 location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 35.1.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. 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. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

- 24. Correction of Errors** 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- a. Time-Based Contracts** 24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- b. Lump-Sum Contracts** 24.1.2 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. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall

prevail.

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| 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

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| 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 prerequisite 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.
- 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 Negotiations**
- 29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.
- 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
- 30. Standstill Period**
- 30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 31. Notification of Intention to Award**
- 31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. 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 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, 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;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

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

33.1 On receipt of the Client's Notification of Intention to

the Client

Award referred to in ITC 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 Consultants shall bear their own costs of attending such a debriefing meeting.

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

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)	<i>INDIA</i>
1 (p)	<p>Electronic –Procurement System</p> <p>The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process:</p> <p><u>http://assamtenders.gov.in</u></p> <p>The electronic-procurement system shall be used to manage the following parts of the RFP process:</p> <p><i>issuing RFP, issuing amendments to RFP, Query responses, submissions of Proposals, opening of Proposals, evaluation results etc.</i></p>
2.1	<p>Name of the Client: <u>Assam State Disaster Management Authority, ASDMA</u></p> <p>Method of selection: <u>Quality and Cost Based Selection</u> as per the Procurement Regulations for IPF Borrowers dated <i>November 2020</i> available on www.worldbank.org</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: <u>Design, Management & Supervision Consultant for Augmentation of Existing Schools, Construction of Multi-purpose Flood Shelters and allied.</u></p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 6th March, 2023</p> <p>Time: 15.00 local time</p> <p>Address: <u>ASDMA conference Hall, Dispur, Janata Bhawan.</u></p> <p>Telephone: 0361-2237221</p> <p>E-mail: airbmpasdmapiu@gmail.com</p> <p>Contact person/conference coordinator:</p> <p>The pre-proposal conference will be connected virtually, apart from being</p>

	<p>held at the venue mentioned above, for which the electronic connection link will be as under:</p> <p>http://meet.google.com/hik-iocx-mon</p>
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>NA</u>
4.1	NA
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 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 (ES): The Consultant shall submit its Code of Conduct that will apply to the Experts, to ensure compliance with the Consultant's Environmental and Social (ES) obligations under the Contract. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. OR

	<p>AND</p> <p>The Financial Proposal comprising:</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes</p>
12.1	<p>Proposals shall be valid until 180 days from the Date of Proposal Submission Deadline.</p>
12.4	<p>Replace second sentence of ITC 12.4 with the following:</p> <p>“However, should the need arise, any request for extension of validity 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 Data Sheet 2.3.”</p>
13	<p>Replace ITC 13 with the following:</p> <p>“13.1. The e-procurement system specified in ITC 1(p) provides for online clarifications. A 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, or raise its inquiries during the pre-proposal conference, if provided for in accordance with ITC 2.3. 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 in ITC 13.1.1 and ITC 13.1.2 below. It is the consultant’s responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the RFP document.</p> <p>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 the procedure described in the Data Sheet. The amendment shall be binding on all shortlisted Consultants. The Client shall not be liable for any information not received by the shortlisted Consultants. It is the shortlisted Consultants’ responsibility to verify</p>

	<p>the website for the latest information related to the RFP.</p> <p>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, by amending the RFP in accordance with ITC 13.1.1.</p> <p>13.2 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. No modifications to the Technical or Financial Proposal shall be accepted after the proposal submission deadline.</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.</p>
13.1	<p>Clarifications may be requested online no later than 14 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.</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.</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	<p>Estimated input of Key Experts' time-input: 588 person-months.</p>

14.1.3	<p>The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of 588 person-months.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the cost of 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 use for Fixed Budget method	Not Applicable
15.1	Delete from the first sentence of ITC 15.1, the following: ‘and shall comprise the documents listed in the Data Sheet ’.
15.2	<p>The format of the Technical Proposal to be submitted is: FTP.</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>Items of reimbursable expenses to be considered by the Consultant are as under</p> <ol style="list-style-type: none"> (1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> (2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i> (3) <i>cost of office accommodation, including overheads and back-stop support;</i> (4) <i>communications costs;</i> (5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> (6) <i>cost of reports production (including printing) and delivering to the Client;</i> (7) <i>Cost of technical investigations, tests and reports thereof in references to the Section VII-(ToR)-specifically Clause- 3 “Scope of Services”- Activity 1.</i> (8) <i>other allowances where applicable.</i>

16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p>Yes.</p> <p>Adjustment provision will be applicable for foreign and also local inflation.</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</p> <p>Consultants (Foreign and Domestic) and their Sub-consultants and Experts are responsible for payment of all taxes as applicable in India.</p> <p>The Client will, however reimburse on proof of submission with relevant Government Authority, the following indirect taxes/ duties. Statutory deductions of taxes at source (TDS), however, shall be made as applicable.</p> <ul style="list-style-type: none"> a. Duties on imported equipment brought by foreign consultants to India to provide the required services; and b. Goods & Services Tax (GST) payable on the contract value by both foreign and domestic consultants, as per Applicable Law in India. <p>The above only are to be shown separately in the financial proposal.</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes.</p>
<p>C. Submission, Opening and Evaluation</p>	
17	<p>Replace ITC 17 with the following:</p> <p>“17.1 The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the documents and 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 on the e-procurement system and in accordance with procedure specified in the Data Sheet. Proposals submitted by any other means will be rejected. Detailed guidelines for viewing proposals, and for online submission of proposals are given on the website.</p>

	<p>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 to be scanned and uploaded together with the Technical Proposal.</p> <p>17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The Proposal or its modifications must be uploaded on the e-procurement portal specified in ITC 1(p), 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, as per server time.</p> <p>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."</p> <p><i>[Note for Consultants: For online submission of proposals, the Consultants shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the Consultants and filled up. The filled-up pages shall then be digitally signed, scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.]</i></p>
17.1	<p>The electronic submission procedures shall be as follows:</p> <p>The Consultants shall submit their Proposals (both Technical and Financial) electronically on the e-procurement portal specified in ITC 1(p), 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 enrolment/registration in the website, and valid Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, obtained from any of the licensed Certifying Agency (CA) 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 Consultant should register in the website using the relevant option</p>

	<p>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 the limit as per e-procurement portal and there is no limit on the number of files to be uploaded.</p>
17.4	<p>The Proposals must be uploaded on the e-procurement portal specified in ITC 1(p) no later than:</p> <p>Date: 1st April, 2023</p> <p>Time:13.00 Local Time</p>
19	<p>Replace ITC 19 with the following:</p> <p>“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 short-listed 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.</p> <p>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.”</p>
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: 1st April, 2023</p> <p>Time: 13.30 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>Address: <u>ASDMA conference Hall, Dispur, Janata Bhawan,</u> <u>Guwahati, Assam, India.</u> <u>PIN- 781006</u></p>

	Besides, the opening of the Technical Proposals will be connected virtually for which the electronic connection link will be sent by the Client at least two (2) calendar days before the date of opening of Proposals through email to the shortlisted Consultants.
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals- N/A
21.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment. 15 Marks</p> <p style="padding-left: 20px;">a) Experience in Infrastructural Consulting Assignments (PMC/DMSC/PMU or with similar comprehensive scope) for projects directly associated with Floods/Earthquakes/Landslides. 10 Marks</p> <p style="padding-left: 20px;">b) Geographical Experience (Northeastern States) in consulting assignments. 5 Marks</p> <p>ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 20 Marks</p> <p><i>[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]</i></p> <p>(iii) Key Experts' qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p style="padding-left: 20px;">a) <i>Position K-1: Team Leader</i> <i>10 points</i></p> <p style="padding-left: 20px;">b) <i>Position K-2: Geo-Technical Expert</i> <i>8 Points</i></p> <p style="padding-left: 20px;">c) <i>Position K-3:Structural Engineer</i> <i>10 Points</i></p> <p style="padding-left: 20px;">d) <i>Position K-4: Gender Specialist</i> <i>3 Points</i></p> <p style="padding-left: 20px;">e) <i>Position K-5: Social Expert</i> <i>3 Points</i></p> <p style="padding-left: 20px;">f) <i>Position K-6:Environmental Expert</i> <i>3 Points</i></p> <p style="padding-left: 20px;">g) <i>Position K-7:Engineer Civil</i> <i>5 Points</i></p> <p style="padding-left: 20px;">h) <i>Position K-8: Engineer Electrical</i> <i>4 Points</i></p>

	<p>i) <i>Position K-9: Engineer Public Health Engineering</i> <i>4 Points</i></p> <p>j) <i>Position K-10:Institutional Capacity Development/Training Expert</i> <i>3 Points</i></p> <p>k) <i>Position K-11: Architect cum planner</i> <i>5 Points</i></p> <p>l) <i>Position K-12: Quantity Surveyor</i> <i>3 Points</i></p> <p>m) <i>Position K-13:Architect</i> <i>4 Points</i></p> <p style="text-align: center;">Total points for criterion (iii): 65</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): <u>10 %</u></p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): <u>80%</u></p> <p>3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): <u>10%</u></p> <p style="text-align: right;">Total weight: 100%</p> <p>Total points for the four criteria: 100</p> <p>The minimum technical score (St) required to pass is: <u>70</u></p>
	<p>Public Opening of Financial Proposals</p>
<p>23</p>	<p>Replace ITC 23.1 with the following:</p> <p>“23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify online through e-procurement portal those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:</p> <p>(i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;</p> <p>(ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;</p> <p>(iii) their Financial Proposals will not be opened; and</p>

	<p>(iv) notify them of the date, time and location of the online public opening of the Financial Proposals and invite them to attend.”</p> <p>In ITC 23.2(b) first sentence, after the words ‘in writing’, add the following: ‘online through e-procurement portal’</p> <p>In ITC 23.2(b)(iv), after the words ‘location of the’ add the following: ‘online’</p> <p>Replace ITC 23.4 with the following: “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”</p> <p>Replace ITC 23.5 with the following: “The Financial Proposals shall be publicly opened online by the Client’s evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. 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.</p> <p>The opening of the Financial Proposals will be connected virtually also for which the electronic connection link will be sent by the Client at least two (2) calendar days before the date of online opening through email to the shortlisted Consultants.</p> <p>At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud 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 e-procurement portal for the information of all 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.”</p>
23.5	<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>Any interested party who wishes to attend this public opening should contact ASDMA Office, (e-mail- airbmpasdmapiu@gmail.com; Phone-0361-2237221) and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be</p>

	<p>made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.</p> <p>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.</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian Rupees.</p> <p>The official source of the selling (exchange) rate is: State Bank of India (SBI) B.C. Selling Rate of Exchange. The date of the exchange rate is: the deadline 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>
	<p>D. Negotiations and Award</p>
28.1	<p>Expected date and address for contract negotiations:</p>

	<p>Date: 2nd May, 2023</p> <p>Address: ASDMA conference Hall, Dispur, Janata Bhawan.</p>
32.1	The successful Consultant <i>shall</i> submit the Beneficial Ownership Disclosure Form.
32.2	At the end of the first sentence of ITC 32.2 after the words ‘official gazette’ insert the following: ‘and on e-procurement portal.’
34.2	<p>Expected date for the commencement of the Services:</p> <p>Date: 17th May, 2023</p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers</u> (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: CEO, ASDMA</p> <p>Title/position: CEO, ASDMA</p> <p>Client: ASSAM STATE DISASTER MANAGEMENT AUTHORITY</p> <p>Email address: <i>asdmaghy@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 or STP		FORM	DESCRIPTION	Page Limit
FTP	STP			
<input type="checkbox"/>	<input type="checkbox"/>	TECH-1	Technical Proposal Submission Form.	3
<input type="checkbox"/> 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.	10
<input type="checkbox"/> 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	6
<input type="checkbox"/>		TECH-2	Consultant's Organization and Experience.	10
<input type="checkbox"/>		TECH-2A	A. Consultant's Organization	3
<input type="checkbox"/>		TECH-2B	B. Consultant's Experience	7
<input type="checkbox"/>		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	5
<input type="checkbox"/>		TECH-3A	A. On the Terms of Reference	3
<input type="checkbox"/>		TECH-3B	B. On the Counterpart Staff and Facilities	2
<input type="checkbox"/>	<input type="checkbox"/>	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	20
<input type="checkbox"/>	<input type="checkbox"/>	TECH-5	Work Schedule and Planning for Deliverables	5
<input type="checkbox"/>	<input type="checkbox"/>	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	50
<input type="checkbox"/>	<input type="checkbox"/>	TECH-7	Code of Conduct (ES)	10

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: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* 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” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR}

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with 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) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (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. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] 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 mill/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

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (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 on the Environmental and Social (ES) 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-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT**

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

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks (including on the Environmental and Social (ES) aspects) to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {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 understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-5 (FOR FTP AND STP)

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:.....}												


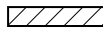
- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a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

FORM TECH-6 (FOR FTP AND STP)

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.

 Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

Period	Employing organization and your title/position. Contact 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
Date

Signature

{day/month/year}

Name of authorized
Date
Representative of the Consultant
(the same who signs the Proposal)

Signature

FORM TECH-7 (FOR FTP AND STP))
CODE OF CONDUCT FOR EXPERTS (ES) FORM

CODE OF CONDUCT FOR EXPERTS

Note to the Consultant:

The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. These Services will be carried out at [*enter the Site and other locations as appropriate*]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment; and
 - c. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel or Client's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant's contact person(s) with relevant experience*] requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM
BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) Examples of sexual exploitation and abuse include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favor.
- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Section 4. Financial Proposal - Standard Forms

(Note: Consultants are requested to submit their financial proposal in the BOQ available in the financial folder of www.assamtenders.gov.in only)

{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 accordance with ITC 28.8
- FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] 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., 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).

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		Total Costs				
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Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

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

$$\text{ry} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Leave cost as percentage of sala

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

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

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

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

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant’s Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

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

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

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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses								
N°	Type of 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 ITC 6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

|

|

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption 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 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

**TERMS OF REFERENCE (TOR)
OF
DESIGN, MANAGEMENT AND SUPERVISION CONSULTANT (DMSC)
FOR
CONSTRUCTION OF NEW FLOOD SHELTERS, RETROFITTING AND
AUGMENTING OF EXISTING FLOOD SHELTERS, APPROACH ROADS AND
ALLIED
[SUB-COMPONENT-3.1 OF AIRBMP]
&
CONSTRUCTION & DEVELOPMENT OF STORE-ROOM FOR CQRT MATERIAL
BANK AND CENTRAL TRAINING INSTITUTE (CTI).
[SUB-COMPONENT-3.3 OF AIRBMP]**

1. BACKGROUND

The State of Assam is strategically important as the largest and most populous State in the Northeast and holds great potential for development through improved water resources management. However, Assam is one of the States hardest hit by erosion and flood hazards. Climate change is expected to exacerbate current hazards and lead to more frequent floods and accelerated soil erosion. A progressive and systematic approach is needed to address the key water-related risks and opportunities in Assam.

The Assam Integrated River Basin Management Program (AIRBMP), responds to the Government of Assam's (GoA) request to support improved water resources management for economic growth and prosperity, including addressing flood and river erosion risks. The program focuses on building the requisite institutional capacity, filling critical knowledge gaps, and implementing integrated solutions to tackle the current challenges for climate resilient growth and improved livelihoods. The expected funding is US\$ 500 million following a Multiphase Programmatic Approach (MPA). The MPA would consist of three overlapping phases or projects over a total of ten years. The first phase of the program (referred to as "the project" from here on) is US\$ 135 million. The Project Development Objective (PDO) of the first phase is: To strengthen institutional capacity for integrated water resources planning and management, and to enhance preparedness for flood and river erosion risks in Assam.

Key implementing agencies for AIRBMP include Water Resources Department (WRD), Flood and

River Erosion Management Agency of Assam (FREMAA), and **Assam State Disaster Management Authority (ASDMA)**.

Project components are presented below and subject to adjustments as the project design evolves during the preparation stage.

Component 3: Disaster Risk Management (\$35M).

This component supports the development of early warning and dissemination systems, enhance disaster response at the local levels, and preparation of Village Disaster Management Plans in selected villages.

This ToR concerns the Component 3: Disaster Risk Management's Sub-components: 3.1 Flood Shelter; 3.3 Capacity Building of Circle Quick Response Teams

2. OBJECTIVE OF THIS ASSIGNMENT

The Broad objective of the Design, Management & Supervision Consultant (DMSC) is to provide Design Management & Technical Supervisory services to implement the activities

under Component 3: Disaster Risk Management; 3.1 Flood Shelters & 3.3 Capacity Building of Circle Quick Response Teams

The DMSC is expected to provide Technical and Management support to ASDMA and other partner institutions/stakeholders in project planning, procurement, financial management, technical aspects, construction supervision, progress monitoring & evaluation.

The services from the proposed DMSC must be comprehensive in nature primarily to achieve at least the following broad objectives at the end of this consulting assignment.

The Broad Objectives expected to be achieved at the end of the proposed DMSC assignment are tabulated with the current status which is indicative in nature –

Table 1

Component	Activity	Details on current status & DMSC to proceed from (Indicative)
3.1.1 (Phase I)	Construction of around 10 Numbers of new Flood Shelters Tentative Budget - \$8 M	Community consultations, geotechnical investigations for 6 out of 10 have been undertaken. DPRs for 2 have been prepared but design will need revision.
3.1.2 (Phase I)	Retrofitting and augmentation of around 30 numbers of existing flood shelters Tentative Budget - \$5 M	DPR for 18 project sites out of 30 (tentative) has been drafted but requires technical inputs/revisiting. Community consultations and Rapid Visual Surveys for 19 sites have been completed.
3.1.3 (Phase II)	Retrofitting and augmentation of around 70 numbers of existing flood shelters. Construction of around 30 Numbers of new flood shelters. Tentative Budget - \$36 M (Approx.) (considering the rate escalation the estimated amount may increase 10% per year)	Sites under identification. Minimum stage to be attained- is that the bidding stage must be achieved post approval of DPR prepared by the DMSC;
3.3.1 (Phase I)	Construction of Store Room for Material bank under CQRT in 11 CEOCs with innovative and feasible solutions Tentative Budget – \$1M	Sites under identification.
3.3.2 (Phase I)	Master planning and infrastructural upgradation of Central Training Institute at Panikhaiti which may include water rescue training facility, dormitories, etc.- \$2M.	Existing site.

3. SCOPE OF SERVICES

The scope of service for the consultant is to complete the activities as listed above from planning & design phase up to completion of the project through supervision including support for handing over the completed components to the client/employer.

The Consultant firm shall provide architectural and Detail engineering services for planning, designing and supervision of construction of project components and all internal and

external utility services as per provisions in the National Building Code 2016 (electrical, water supply, sewerage, storm water drainage, protection work, compound lighting, fire-fighting, landscaping, interior design, development plans showing roads, parking, paths, parks, paved areas, drains, compound walls, external lighting, etc), Energy Conservation Building Code (ECBC 2017), Harmonized Guidelines and Space Standards for Barrier-Free Built Environment for persons with Disability and Elderly Persons (2016); indicating scope, specifications and cost separately of each subhead, shall be carried out wherever required. The planning, design and execution of the project is to follow all rules, regulations and bye-laws of all requisite Statutory Bodies. Area requirement for each component shall be planned by the design consultant up to a maximum permissible limit of F.A.R. and should be designed in such a way that it should full fill the requirement of the project.

The Scope of the DMSC revolves around Component 3; Sub-Component 3.1& 3.3 only. The project specific details which include Tentative site locations and details of the proposed Flood Shelters, existing structures for retrofitting / augmentation, Store Room for CQRT Material Bank and CTI is attached as **Annexure-I A & Annexure-I B respectively**. The DMSC is proposed for providing Design, Management and Technical Supervision of the following Structural project components-

1. Construction of New Flood Shelters (Phase I and Phase II)
2. Augmentation and retrofitting of existing Flood Shelters (Phase I and Phase II).
3. Construction of a CQRT equipment storage facility (Phase I)
4. Infrastructural up gradation of the Central Training Institute and Development of Master Plan for the Central Training Institute at Panikhaiti to a full-fledged modern training Institute (Phase I)

Project Location and Details-

The Project Sites are within the State of Assam. The land/s for the projects are available in possession of Govt. of Assam or will be made available.

The detailed location of the Project sites for Component 3.1 and 3.3 may be referred as **Annexure-I A & Annexure-I B respectively.**

The Indicative activities of the DMSC under this assignment are laid down below.

Activity 1 – Design support during investment planning and preparation stage

Indicative sub-activities under Design and investment Planning stage are, but not limited to-

1. Technical Investigations including geotechnical surveys, Rapid Visual Survey, Non-destructive testing, other technical analysis as required for Proposed New Flood Shelters and Existing Flood Shelter Structures under component 3.2. This shall include all requisite tests, surveys and inspections required for retrofitting works as per prevailing norms and regulations
2. Technical Investigations including geotechnical surveys as needed, technical analysis for proposed Material Bank for CQRT equipment's with innovative solutions to best suit the site requirements and project demand and Development of Central Training Institute into full-fledged modern training Institute under component 3.3.
3. Consultations with community, users, user departments, other stakeholders as per the specificities of each sub-component
4. Preparation of the Design Brief to be approved by the user department
5. Development of architectural conceptual design to be approved by the user department
6. Development of final architectural design to be approved by the user department

7. Review of existing DPRs for Proposed New Flood Shelters and Existing Flood Shelter Structures and updating the DPRs as per the need of the project;
8. Preparation of Detailed Project Report for Proposed New Flood Shelters and Existing Flood Shelter Structures under component 3.2. This shall include DPRs for projects taken up as Phase I and Phase II as outlined in “Objectives of the Assignment”;
9. Preparation of Detailed Project Report for proposed Construction of Material Bank Store Room and Development of Central Training Institute into full-fledged modern training Institute under component 3.3.
10. Preparation of ESIA, ESMPs, RAP, SEA/SH and allied Social, Environmental and Gender related project documents as per World Bank (IBRD) requirements for both the components;
11. Preparation of Detailed Estimates and associated details for readiness for bidding as per World Bank regulations;
12. Assurances in Preparation of bid documents and support for bid process management and contracting; Assurances in Preparation of bidding documents in accordance with the World Bank Procurement Regulations, ensuring appropriate performance indicators are included.
13. Prepare the various schedules in the bid documents, including technical specifications, construction schedules, applicable Environment Health and Safety (EHS) Guidelines, O&M schedules, environmental and social safeguards measures including SEA/SH risk mitigation measures in line with the ESMP prepared for the sub-project, and in line with WB safeguard policies, as per the Project ‘s construction and operational requirements.
14. Provide coordination support to the PIU, ASDMA;
15. Provide handholding support to PIU& ASDMA during tendering processes, pre-bid meetings, minutes of pre-bid meetings and corrigendum/addendums, bid evaluations, negotiations (as applicable) and contract executions.

The Content/format/template of the DPRs shall be confirmed by ASDMA/PIU.

Activity 2 –Technical Design and Supervision support during investment implementation stage (Construction Stage)

i. Sub-Activity A – Supervision support for ESMP Implementation and of other management plans:

The consultant shall

- a. Provide oversight on environmental and social management aspects of sub-projects and ensure ESMPs are implemented.
- b. Ensure timely disclosure of final ESIA, ESMPs, RAP, and other management plans as required before implementation, as part of project preparation in project locations and in a form accessible to the public.
- c. Support to undertake resettlement activities as outlined in the RAP e.g. obtaining cadastral maps, confirming land ownership, land acquisition activities, provision of compensation and livelihoods support, consultations with project-affected people etc.
- d. This includes ensuring that awareness raising sessions on workers Code of Conduct (CoC) are provided to workers (and are part of bidding documents) and that CoCs are required to be signed by all workers.
- e. Establish a system to monitor environmental and social safeguards comprising of COVID 19 measures of the sub-project regularly via site visits etc., including monitoring the indicators set out in the monitoring plan of the ESMPs

- f. Monitor the effectiveness with which the ESMP and other management plans such as RAP are implemented and recommend necessary corrective actions to be taken to the PIU/ ASDMA
- g. Prepare monthly progress reports on ESMP implementation and environmental monitoring reports on sub-projects and submit them to Client for approval.
- h. Ensure that consultations are being undertaken in line with management plans including meaningful consultation with women throughout the project lifecycle
- i. Ensure that the grievance mechanism is functioning effectively and is receiving grievances, including channels for SEA/SH-related grievances; make recommendations to address any grievances brought about through the Grievance Redress Mechanism in a timely manner as per the ESIA, ESMPs, RAP, SEA/SH.

ii. Sub-Activity B- Technical Designs, Drawings and updating of Designs-

The consult shall-

- a. Prepare Technical Plans, Good for Construction (GFC) Drawings, Structural Design Basis Reports and allied technical detailing for construction purpose based on ground requirements and feasibility for the proposed new Flood Shelters as detailed in Annexure I A. The proposed design must be of aspirational/best in class with uniformity in terms of Elevation and non-structural design;
- b. Prepare Technical Plans, Good for Construction (GFC) Drawings, Structural Design Basis Reports and allied technical detailing for construction purpose based on ground requirements and feasibility for the proposed flood shelter to be retrofitted/augmented as detailed in Annexure I A. The proposed design must be of aspirational/best in class with uniformity in terms of Elevation and non-structural design;
- c. Prepare Technical Plans, Good for Construction (GFC) Drawings, Structural Design Basis Reports and allied technical detailing for construction purpose based on ground requirements and feasibility for the proposed upgradation and develop works for the Central training Institute (CTI) in Panikhaiti, Assam and prefabricated material store space in 11 Circle Office (to be finalized) out of the circle office detailed in Annexure I B.
- d. Detailed Architectural layout & Structural design of the building infrastructure and training components, site development and landscaping including all relevant structural design, design as per NBC 2016 of all electrical, mechanical, plumbing, sanitation and other relevant services like IT & networking/communications, etc whichever required.
- e. Detailed architecture layout & design of all interiors including all furnishing and fittings, and all special purpose interiors.
- f. Prepare detailed estimates for works, bills of quantities (BOQ) and estimated project cost for the entire project based on CPWD specification DSR rates. IS codes and market rate for the analysis of rate for non-scheduled items (NSI). The estimation of quantities shall be based on detailed design of all the components of the projects. The Consultant shall prepare and submit Detailed Project Report (DPR) in different volumes as directed by the client/employer for construction of all Training components with allied services, which should include Main Report, Design Base Report, Material Report, Technical Specification, Rate Analysis, Cost Estimate, Bill of Quantity (BOQ), Drawings, combined BOQ for tender purpose, Social & Environmental analysis ESHS plan, construction methodology, Quality Assurance plan, work plan required plants and machinery, Civil work contract Agreement etc. It will also prepare tender/bid documents in accordance with The World Bank procurement guidelines;
- g. Manage communication processes to ensure timely and appropriate collection, distribution, storage, retrieval and ultimate disposition of project information.
- h. Preparation of all necessary reports, documents, drawings and designs required for statutory clearance, for example from Fire Safety Department, Municipality, Pollution

Control Board and other civil authorities, whichever will be required to complete the project successfully.

- i. Assurances and support in ensuring vetting/approval of drawings from Specialized Institutes (as required), PWD and/or other line departments;
- j. Update/revise designs, drawings based on remarks/feedbacks from approving/vetting authority from time to time and also as per site requirements;
- k. Develop mechanism to ensure timely and efficient release of Good for Construction (GFC) drawings ensuring a robust review and approval taking step is incorporated within the mechanism;
- l. Preparation of abstracts, frameworks and site checklist for ensuring Construction materials specifications are adhered to as per contracting terms;
- m. Preparation of detailed As-built drawings;
- n. Preparation of all allied drawing, designing requirements for the components as per project needs;

ii. Sub-Activity C– Supervision and QA/QC support for construction:

Task 1 – Adherence to QA/QC guidelines mentioned in DPRs and Contractor ‘s contract:

The Consultant shall-

- 1) Ensure that the sub-projects construction activities are in line with the QA/QC guidelines agreed with the World Bank, PWD& ASDMA (PIU) as part of the Project Implementation manual.
- 2) Review and recommend for approval contractor’s quality assurance procedures and documents.
- 3) Establish a system to expeditiously proof-check the structural designs and processes provided by the contractors. Prepare quality assurance and quality control plans which should include inspection and test plan for construction materials and ensure that the approved plans are being followed by the contractor.
- 4) Exercise and perform the duties, liabilities, functions and obligations as laid down in the Contract Agreement entered between ASDMA and the respective contractors within the given time frame and budgeted provision, with reasonable skill, care and diligence and ensure that the works are executed strictly as per the terms and conditions of the Contract Agreement entered between ASDMA and the respective contractors within the given time frame and budgeted provisions.
- 5) Carry out a scrutiny/technical audit of the reports, drawings, designs, estimates, BOQ etc. prepared by the contractor such as progress reports, site surveys, evaluation and analysis, including soil investigation, structural design, design of internal and external services, plumbing, drainage, water supply, sewerage internal roads, electrification works etc., as the case may be based on the details available in approved DPR.
- 6) Carry out day-to-day supervision of construction works at site, quality control, and progress monitoring, and take measurements to certify quantities on the Contractor ‘s claim.
- 7) Assess adequacy of various infrastructures (e.g., water supply, labour camp, testing facilities, power, storage, etc.) set up at site by Contractor for proper mobilization of works. Review the contractor’s proposal and monitor actual arrangements for security, safety of site, gate control, medical care, emergency preparedness, emergency response, on-site safety training of employees, safety during demolitions, fire prevention, etc.
- 8) Analyse project execution schedules submitted by the contractor for its feasibility and whether it is in line with the overall project schedule.

Task 2 – Inspections, testing and site visits during construction:

The Consultant shall-

- 1) Verify and certify the setting out/initiation of works of Contractor in relation to the benchmark, reference marks and lines to ensure correct position, level or alignment.
- 2) Recommend the approval of the measuring instruments, indicators, calibrations and other apparatus to be used for carrying out tests/inspections. Approve the test schedule, detailed test procedure and method statement. Attend tests or inspection either at any part of the project/ worksite or at place of installation and place of manufacture. Approve the type and number of performance and operational tests to demonstrate compliance of the installations with output requirements. Countersign contractor's report of every test/inspection after witnessing them.
- 3) Conduct periodic and frequent inspections of all work sites to check the nature and quality of work conducted; verify the materials, equipment and labour engaged at the site; review the quality control tests and test results; ensure that the work is implemented in accordance with the approved standards; and ensure that the quality control procedures set forth under the contract are being followed. Any problems observed and recommended remedial actions are to be immediately notified to the PIU/ASDMA.
- 4) Witness all quality control sampling and testing done by the contractor. Compile and review all quality control data obtained from tests conducted by the contractor or by others and verify the accuracy of the test data by checking the procedures used in the field for sampling and testing the materials and works.
- 5) Carry out independent sampling and testing wherever considered necessary, or as may otherwise be required to check and verify the accuracy of the test results conducted by the contractor. Assess the test results, recommend on acceptance of the materials supplied and, on the works, completed and ensure that proper records of the tests conducted are maintained.
- 6) Facilitate and conduct joint periodic inspections on an as-required basis with the PIU/client, including their representatives/consultants, to inspect and accept interim work completion stages of the sub-project work to allow the contractor to proceed with further works. In the event that the work fails to meet the required standards, any removal and replacement or other remedial measures which may be required should be clearly explained along with a time schedule for completing such work.
- 7) Facilitate and conduct joint final inspection(s) of the completed works along with the PIU, including their representatives/consultants, and contractor, preparing a statement of exceptions for any works which may remain to be completed.
- 8) Participate in monthly inspections and site coordination meetings of PIU/ASDMA, and Contractor for all works to review the overall progress and quality of the works, review any issues, (the instructions which were issued to the contractor to address these problems and the contractor's compliance with these instructions), and agree on any further actions which may be required to be taken to improve either the progress or quality of the works. Assist PIU in preparing and issuing the minutes of such meeting.

Task 3 – Handholding support for addressing site specific issues:

The Consultant shall-

- 1) Advise PIU at site on specific problems/issues related to quality of construction, as and when such problems are detected and brought to notice. Inform PIU of any instances of non-conformity/non-compliance of construction parameters (e.g., materials, workmanship, specification).
- 2) Develop necessary instruction/sketches in case of inadequacy in drawings/specification detected or where it is necessary to elaborate on design due to variation of site/soil condition in consultation with PIU as required, along with cost variations.

- 3) Provide timely recommendations on variations/cost estimates and change orders as required, along with justification and analysis of rates so as to avoid any delay in execution.
- 4) Prepare detailed PERT/CPM (Program Evaluation Review Technique/Critical Path Method) and other chart analyses of various project related activities regarding time frame, resource allocation and scheduling etc. using latest techniques, including developing MIS for approval.
- 5) Ensure measurement of all items having financial value in the measurement book and/or level filed book at all times so that a complete record is obtained of all works performed under the contract.
- 6) Ensure that the problems noted and actions taken / to be taken are recorded in the site order book. Assess reasons for delay in implementation and recommend ways to accelerate project implementation.
- 7) Ensure strategic planning and supervision for continuous and uninterrupted functioning of the existing shelters/schools during implementation of works.

Task 4 – Conducting detailed assessment for any variations:

The Consultant shall

- 1) Recommend the cost of completing any urgent unforeseen works, if required, related to the project, in the event of Contractor's delay/unwillingness/inability after conducting detailed costs assessment.
- 2) Review the progress and quality of the works and prepare a detailed assessment report for advising/recommending PIU and ASDMA on any necessary variations to the contracts, including work programs, work procedures, inputs, safety, quality, variation orders, completion dates, and/or any other matters which may affect the timely and satisfactory completion of the work. Propose and present for approval any changes in the plans which may be deemed necessary and indicate any effect such changes may have on the contract.
- 3) Review the variation orders or claims from the contractors for time extension, extra compensation, or expenses or other similar matters prepared by PIU/ASDMA and advise on actions that may be required on such variations.

Task 5 – Assisting PIU in preparation of progress/completion reports:

The Consultant shall-

- 1) Attend progress review meetings called by ASDMA/PIU and submit updates if required on project progress and issues.
- 2) Assist PIU in preparation of project progress/completion reports for issuance of Completion/Operational Acceptance Certificate to the Contractor within specified time after completion of tests on commissioning/defect liability. Verify whether after receipt of Completion/Operational acceptance certificate, the Contractor has cleared and removed from site all his/her equipment (no longer required), surplus materials, wreckages, rubbish and temporary structures. Determine whether the site facilities are in clean and safe conditions.
- 3) Verify during clearing and grubbing operation on worksite by Contractor that the minimum practicably necessary activities to construct the works have been conducted and verify that trees and other vegetation designated for preservation are not damaged and are fully protected.

Task 6 – Supervising Contractor's post construction and execution demonstration activities:

The Consultant shall-

- 1) Verify —as built design—build documents and drawings. Provide ASDMA/PIU a list of all necessary warranties which need to be handed over by the contractor.
- 2) Ensure that utility shifting has been done and other facilities such as sign boards have been restored by the contractor as required, verify exploratory excavation by the Contractor for checking the exact position/location/co-ordinate of the existing services and verify the adequacy of arrangements made by the service provider for any diversion or removal of services required.
- 3) Verify adequacy of safeguards being provided by the Contractor to pipes, cables etc. and ensure that Contractor adopts methods which pose least possible interference to existing amenities.
- 4) Verify whether all water and waste products from the sites are discharged as per applicable regulations.
- 5) Witness Contractor's demonstration for proper functioning and operation of all mechanical and electrical equipment with design and specification both individually and as part of the system. This includes witnessing and recording each process, each of auxiliary equipment's, distribution system & systematic completion of plant for pre-commissioning.
- 6) Scrutinize the Plant Modification proposal prepared by the Contractor, in case of failure of performance test, and approve the same after required improvement. Witness the modification work during implementation stage and witness the repeat guarantee test by the Contractor.
- 7) Review structural soundness reports cum certificate produced by the contractor, and if required, provide independent structural soundness certificate to facilities.

Task 7 – Record keeping and reporting:

The Consultant shall-

- 1) Ensure that all the necessary records for the activities detailed in the above tasks are duly maintained in soft and hard copies, with proper backups.
- 2) Prepare detailed monthly progress and completion reports of the activities related to the above-mentioned tasks and share with PIU/ASDMA for independent verification and approval.
- 3) Prepare sub-project contract completion report summarizing the construction activities and indicating, among other items, contract changes, claims or disputes, or any other substantive matters having an effect on the cost and progress of the works. The report, to be submitted to the PIU/ASDMA must contain accurate and complete "As Built" drawings for the completed works.

Note: The Consultant shall act as the “Engineer” defined in the contract (with FIDIC General Conditions) for construction supervision and contract administration ensuring full compliance with the design, drawing, quality assurance and control, and ESMP implementation specified in the specifications, contract documents and other project documents.

Activity 3 - Supervision support during investment implementation stage (Operations Stage)

- i. *Monitoring:* The Consultant shall also monitor investment sub-projects during the defect-liability period, or O&M period including any ESMP measures outlined for operation phase for satisfactory performance and share detailed reports on the quality of work along with recommendations for improvements, as part of the monthly reports.
- ii. The Consultant shall develop an O&M protocol for each sub-project investment and present it to ASDMA through a brief workshop so as to enable client to manage the created assets in a technically sound and financially efficient manner.
- iii. Consultant's work will be supervised closely by the PIU, ASDMA.

Activity 4 – General Management and Planning support:

The Consultant shall

- i. Advise and assist PIU in preparing the annual work plan and forecast of fund requirements for Component 3; Sub-Component-3.2 of the AIRBM Project.
- ii. Advise and assist PIU in the compilation, preparation and submission of reimbursement claims for each sub-project.
- iii. Advise and assist PIU in the preparation of required financial management reports as detailed in the FM section of the PIM. Such reports include, are but not limited to, (i) accounting books and records, (ii) financial and accounting reports, (iii) Interim Unaudited Financial Reports, (iv) Annual Project Financial Statements, and (v) Internal Audit Report.
- iv. Advise and assist PIU in the preparation of grant access condition compliance report for disbursement.
- v. Advise and assist PIU in implementing internal control systems, as recommended in the PIM.
- vi. Advise and assist PIU in implementation of measures outlined in ESMP and other instruments, and preparing necessary E&S reports
- vii. Advise and assist PIU in providing necessary information, as required by ASDMA for Monitoring and Evaluations systems for AIRBMP implementation.
- viii. Advise and assist the PIU/ASDMA in implementing and managing all aspects of the AIRBMP.
- ix. Provide support to PIU in carrying out ongoing citizen and stakeholder engagement activities.
- x. Provide coordination support to the PIU for approval of various documents/reports by other line departments as associated.
- xi. Provide coordination support to PIU during external audit being conducted by the Office of Auditor General (OAG).
- xii. Support the Client in managing all tasks required under this contract and others to be agreed from time to time, and ensuring delivery of outputs in a timely and satisfactory manner in accordance with the agreed project implementation schedule.

4. REPORTS, DELIVERABLES, PERIOD OF PERFORMANCE, PAYMENT

4.1 List of Reports and Schedule of Deliveries. The Consultant shall prepare the following reports in English and complete digital files in a format and manner acceptable to the ASDMA and the World Bank. All the reports will need to be reviewed and approved by the ASDMA/PIU and no-objection will be sought from the World Bank before being finalized for payments. Draft versions of the report would be prepared initially, and submitted in 3 hard copies and 1 soft copy. Final versions would be submitted within two weeks following receipt of comments from the ASDMA/PIU (*an exception shall be for the Monthly and Quarterly Reports where the report is to be finalized in one week*). ASDMA/PIU's comments would generally be provided within one week of receipt of the draft report. The consultant will be required to make a power point presentation with all important deliverables.

i. Inception Report (IR). The draft IR shall be submitted within one month after commencement of assignment. The IR shall *inter alia* include approach to the assignment, objectives, detailed methodologies, and work plans for each Task (and respective sub-activities) of the assignment. It must also detail the related tasks, activities, schedule of activities, detailed time-tasks/schedule listing all tasks, mobilization plan, anticipated difficulties including resource gaps that have become apparent, deficiencies in PIU's/Client's assistance. It must bring to Client's attention major problems that might affect the direction and progress of the work.

ii. Monthly Reports (MR). The draft MR shall be submitted within a week from the end of each month. The MR shall *inter alia* include work progress on all components, tasks undertaken, results achieved, meetings held and persons met, staff deployment, difficulties encountered, and forecast of assistance required from the client for each activity/task of the assignment. The monthly reports shall also incorporate monthly progress and construction supervision reports for individual projects as well as the deployment tables for the input-based payments. The MR shall

be submitted for every month except for the month ending quarter, as per the format prescribed in the PIM.

iii. Quadrimester Report (QR): The draft Quadrimester (4-monthly) report shall be submitted within two weeks from the end of the quadrimester for which the report is submitted. The QR shall *inter alia* include work progress, team mobilization, tasks undertaken, results achieved, meetings held and persons met, planning of activities for next trimester, updated works schedule and staff mobilization plan, status of M&E indicators, difficulties encountered, forecast of assistance required for each Part of the assignment from the client. The Quadrimester report shall include physical and financial progress reports related to the use of the UDG, as per the format prescribed in PIM. A separate quadrimester internal audit report shall be prepared in the format as prescribed in the PIM as well.

iv. Annual Reports (AR): The annual reports shall be submitted within week from the end of fiscal year for which the report is submitted. The AR shall *inter alia* include work progress, team mobilization, tasks undertaken, results achieved, meetings held and persons met, planning of activities for next quarter, updated works schedule and staff mobilization plan, status of M&E indicators, difficulties encountered, forecast of assistance required for each Part of the assignment from the client.

v. Mid-term Report (MTR): The mid-term report shall be submitted within two weeks after the contract is halfway through the contract period. The MTR shall *inter alia* include work progress, team mobilization, tasks undertaken, results achieved, meetings held and persons met, planning of activities for next quarter, updated works schedule and staff mobilization plan, status of M&E indicators, difficulties encountered, forecast of assistance required for each Part of the assignment from the client.

vi. Final Report: The completion report of the consultants providing the details of overall work progress and final documentations.

4.2 Report Format

a. The report shall contain/present the data, information, assumptions and corresponding justification, analysis, and conclusions and recommendations.

b. All reports required by the ToR shall provide a clear presentation and include a table of contents and an executive summary. The main body of the text shall be organized in sections and focus on the findings and recommendations and their justification. Supporting data and analysis shall be included in the Annex which will be referenced as appropriate in the body of the text. All paragraphs in the executive summary, main text, and Annex(es), shall be numbered to facilitate reading across the report.

c. The report shall be illustrated as appropriate with such drawings, sketches, photographs, tables, graphs, and maps to aid comprehension and assimilation of their contents.

d. The consultants will need to submit a draft template for all reports as part of the inception report which will be reviewed by the ASDMA/PIU and WB for adequacy. The consultant will incorporate all suggestions and submit the deliverables accordingly.

4.3 Period of Performance: Please refer SCC 14.1.

4.4 Payment: Please Refer SCC 53.1 (b)

4.5 Deliverables and Milestones Other than sub-project regular reporting (Inception, Monthly, Quadrimesterly, Yearly, Mid Term and Final reports), the consultant should also deliver the following in hard and soft copies, as appropriate, to the PIU/ASDMA within the set times. (Cumulative weeks; Note: Contract signing = zero weeks)

Indicative List of deliverables-

Sl. No	Activity	Deliverable	Timeline
1		Inception Report & Work-Plan/Roadmap	4 weeks
2	Design support during investment planning and preparation stage	Project Performance Monitoring Sheet (PPMS) (For the components) showing all sub activities.	8 weeks
		1 st Model DPR for New Flood Shelters	12 weeks
		1 st Model DPR for Retrofitting Works	12 weeks
		Final draft DPRs for 10 new Flood shelters & 30 retrofitting works.	30 weeks
		Assistances in Bid management/procurement activities and technical inputs in Bidding documents.	As per project requirements
3	Technical Design and Supervision support	Technical Designs, Drawings (GFC) and updating of Designs	As per project requirements
		ESMP Implementation and other management plans	As per project requirements
4	Supervision support during investment implementation stage	Contract Variation Reporting, QA Plans, Inspection and supervision reports etc.	As per project requirements
	General Management and Planning support:	Contract Management Plans (CMPs), Updated PPMS for the components, Assistances in Financial Management Reports and contract overall management and planning.	As per project requirements

Note: The deployment of Key Experts shall be harmonized (full time and / or intermittent or 'as and when needed' basis) as per the scope of services, above milestones and changes (if any).

Note: Input of key experts will be supervised and monitored by PIU/ASDMA. Involvement of intermittent/unallocated experts shall be consistent with the staffing schedule agreed with the PIU.

5. DATA, LOCAL SERVICES AND FACILITIES TO BE PROVIDED BY CLIENT-

5.1 The Client would make the following available to the Consultant:

- i. Any supporting documents like permits and licenses necessary for the completion of the Consultant's duties and assistance with any special arrangements to allow the Consultant to enter any restricted areas related to the Project.
- ii. Access to all relevant previous studies, reports, documents and contracts related to the Project on request by the Consultant.
- iii. Assistance with arranging meetings with the concerned Ministry and Department of the Government of Assam, project executing agencies at National, Provincial and municipality level and other authorities as necessary during the course of the Consultant's work.

5.2 Considering the current limitations of office space in ASDMA premises, the agency/firm shall make requisite arrangements for office space along with internet connected workstations, within a radius of 2 Km from ASDMA office. Cost component towards Office setup shall be quoted by the agency as out of pocket/reimbursable expenses and shall be paid based on actuals with ceiling set as the quoted component of the Proposal.

Subsequently, if necessary office spaces are made available by ASDMA, necessary adjustments shall be made.

5.3 The Consultant shall verify and be satisfied with the accuracy of the data/information provided by the Client before these are used. Data/information/material provided to the Consultant shall remain the property of the originating agency and shall be provided solely for the purpose of the work conducted under this contract. All such borrowed material shall be returned to the Client upon completion of the assignment. Apart from data/information provided by the Client and that which the Consultant could procure from other agencies, the Consultant shall be responsible to collect any other data/information required for the assignment, through field survey and investigations.

6. REPORTING REQUIREMENTS

Project Organisation

The three Implementing Agencies (IAs) under AIRBMP are FREMAA, WRD, and ASDMA. FREMAA will be the nodal coordinating agency while WRD and ASDMA will be the executing agencies for the program. A Project Management Unit (PMU) will be established in FREMAA to support the implementation of the program. The PIU in ASDMA will be headed by the CEO, ASDMA.

For purpose of technical vetting and reviews of Construction Designs and Technical aspects and ensuring hand holding support, Assam Public Works Department (APWD) has been collaborated with. ASDMA and APWD has executed an MoU for this purpose. All designs, drawings, technical details must be submitted to ASDMA by the DMSC for review of the PWD. Necessary follow up assistances and assistances in getting clearances from PWD and incorporation of comments/feedbacks must be ensured by the DMSC from time to time.

6.1 The entire assignment shall be carried out under the overall guidance of the PIU/ASDMA, and World Bank. At all steps, the Consultant will be required to closely engage and seek inputs from the Client, Bank team and other consultants hired by Client/World Bank.

6.2 Team Leader will lead both the Investment planning/preparation, Designing, Construction & Implementation Supervision parts and will report to the CEO/Engineer of PIU in ASDMA. He/she will work closely with the PIU team, and core task team members (local and international) from the World Bank. He/she will lead and be responsible for the overall delivery and performance of this assignment. The Team leader will be responsible for delivery of scope of work for Activities 1 to 4. He/she must coordinate the preparation and finalisation of inception/monthly/quadrimester/ interim/final reports in addition to the other tasks with support from the team members. The day-to-day activities, works planning and staff utilization for various activities will be coordinated and supervised by the Client /

For purpose of Technical vetting and reviews of Construction Designs and Technical aspects, ASDMA and PWD, Assam has executed an MoU. All designs, drawings, technical details must be submitted to ASDMA by the DMSC for review of the PWD. Necessary follow-ups and assistance in getting clearances from PWD and incorporation of their comments/feedbacks must be ensured by the DMSC.

6.3 The Consultant will need to organize the visits/meetings for data collection and stakeholder consultations on their own and provide coordination support for arranging any monthly/quarterly review meetings for specific projects. FREMAA's/Bank's task team may join some of the consultation meetings.

7. FIRM'S EXPERIENCE, LIST OF KEY POSITIONS AND THEIR ROLES AND RESPONSIBILITIES

7.1 The consulting firm should be in core consulting business in civil engineering infrastructure design, management and supervision works.

7.2 It is estimated that about minimum 588 person-months of key experts as listed below, will be required for the assignment. **In addition to these key positions, other technical and non-technical professionals and support staffs will be required to carry out this assignment from time to time. The Consultant can propose and alternate deployment schedule for the proposed team as per their approach and methodology for the execution of this assignment with due justification.**

7.3 It is to be noted that the deployment of staff by the firm will be strictly monitored by the client and replacement of key team members will be discouraged. However, the firm may, with proper justification, request the client and the World Bank in writing for a replacement of a key personnel with an alternative whose credentials are equivalent or better than the existing team member.

Sl.	Key Experts	No.s	National/ International	Person- Months	Indicative Activities
1	Team Leader	1	National	48	Activity 1,2,3 & 4
2	Geo-Technical Expert	1	National	24	Activity 1 ,2 & 3
3	Structural Engineer	1	National	36	Activity 1 & 2
4	Gender Specialist	1	National	36	Activity 1,2 & 3
5	Social Expert	1	National	36	Activity 1,2 & 3
6	Environmental Expert	1	National	36	Activity 1,2 & 3
7	Engineer (Civil)	3	National	144	Activity 1,2,3 & 4
8	Engineer (Electrical)	2	National	48	Activity 1,2,3&4
9	Engineer (Public Health Engineering)	1	National	24	Activity 1,2,3 & 4
10	Institutional Capacity Development Expert/Training Expert	1	National	24	Activity 1 ,2 ,3& 4
11	Architect cum Planner	1	National	48	Activity 1 ,2 & 3
12	Quantity Surveyor	2	National	36	Activity 1 &2
13	Architect	2	National	48	Activity 1 ,2 ,3& 4

				588	
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Support Staff-

S l	Staff	No.s	FT/PT	Person-Months
1	Site Engineer	8	FT	384
2	Cad Operator	4	FT	48x4= 192
3	Admin Assistant	2	FT	48 x 2= 96
4	Office Person	2	FT	48 x 2= 96
				768

7.4 Minimum Competency of Experts & Support Staff-

Sl.	Key Experts	Minimum Competency Requirement
1	Team Leader	Post Graduate in Architecture/Civil Engineering or any relevant field with at least 15 years of experience in planning and implementation of flood resilient public projects with experience in execution of EAP projects. Should be convergent to WB/ADB norms.
2	Geo-Technical Expert	Post Graduate in Geo-technical Engineering or any relevant field with at least 10 years of experience in planning and implementation of Disaster resilient public projects with experience in execution of EAP projects. Should be convergent to WB/ADB norms.
3	Structural Engineer	Post Graduate in Structural Engineering with at least 10 years of experience in planning and implementation of flood resilient public projects with experience in execution of EAP projects. Should be convergent to WB/ADB norms.
4	Gender Specialist	Post Graduate in Social Science/Mass communication or any relevant field with at least 8 years of experience in planning and implementation of Gender actions for EAP projects. Should be convergent to WB/ADB norms.
5	Social Expert	Post Graduate in Social Science or any relevant field with at least 8 years of experience in implementation, monitoring of social and safeguard policies particularly for EAP projects. Should be convergent to WB/ADB norms.
6	Environmental Expert	Post Graduate in Environmental Science or any relevant field with at least 8 years of experience in implementation, monitoring of Environmental policies particularly for EAP projects. Should be convergent to WB/ADB norms.
7	Architect cum Planner	Graduate in Architecture/Town planning with at

		least 10 years of experience in architectural designing for public projects similar to educational institutes or large public structures.
8	Institutional Capacity Development Expert/Training Expert	Post Graduate in Social Science or any relevant field with at least 10 years of experience in EAP projects specifically in projects for setting up of training infrastructures, identifying training needs, Institutional capacity development. Should be convergent to WB/ADB norms.
9	Quantity Surveyor	Graduate in Civil engineering with at least 8 years of experience in quantity surveys, estimation for civil projects.
10	Engineer (Electrical)	Graduate in Electrical Engineering with at least 6 years of engineering experience specifically in electrical estimation, mapping, and technical analysis specifically for EAP projects.
11	Engineer (Civil)	Graduate in Civil Engineering with at least 6 years of engineering experience specifically in estimation, technical analysis, basic experience in procurement of civil works and goods for EAP projects.
12	Engineer (Public Health Engineering)	Graduate in Public Health Engineering with at least 6 years of engineering experience specifically in design and execution of PHE works, estimation, technical analysis, basic experience in procurement of civil works and goods for EAP projects.
13	Architect	Graduate in Architecture/Town planning with at least 6 years of experience in architectural designing for large public buildings

Sl.	Support Staff	Minimum Competency Requirement
1	Site Engineer	B.E/B.Tech in civil Engineering with at least 3 years of experience in inspecting, monitoring and reporting for civil infrastructural projects. Experience in EAP projects shall be preferred.
2	Cad Operator	B.E/B.Tech in civil Engineering/Architectural engineering or any relevant field with at least 3 years of experience in drawing, drafting in CAD tools.
3	Admin Assistant	Graduate in any discipline with at least 3 years of experience in office admin management.
4	Office Person	Under graduate with writing, reading skills in English.

List of proposed sites for Augmentation – ANNEXURE I A

Sr. No	District	Name of village	Name of school / Shelter	GPS coordinates	Distance from water body	Number of times village gets flooded annually	Number of people taken shelter (Last five years)	HF Lat site	Level of site WRT HFL	Total number of blocks in school without sanitation and kitchen unit	Deterioration due to age and dampness	Structural issues	Toilet issues	Ramp for universal accessibility	Proper toilet facility	Disa ble d frien dly toi lets	Proper plumbing and water	Proper arrangement of drinking water	Proper facility of kitchen	Retr offitti ng	New Sanitati on unit	Non structural mitigation	El ec tiri ci ty and plu m bi ng	Child Frien dly Ele men ts	New Rooms	Fire safety and Evacuation map	Painting	Repairs of doors and windows	Weather lab
1	Barpet a	Sidhani	1835 PACHIM SIDHUNI GHUNAPARA LPS	NL 26' 17' 20" EL 90' 55' 10"	1 KM	3 times		39.6 1M	(+0. 3M)	4	Yes	Yes	Numbers are not based on need for sheltering	Needs repair	No	No	No	No	No	Yes	Yes	Yes	Yes		To be decided based on detailed RV S	Yes	Yes	Yes	Yes
2		Ban Baria	Banbaria ME Madrassa	NL 26' 18' 13" EL 91' 5' 17"	10 KM	2 Times	850	39.6 M	(+0. 6M)	10	Yes	Yes	Numbers are not based on need for sheltering	Needs repair	No	No	No	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3		Patbausi	Patbausi HS	NL 26' 17' 57" EL 91' 1' 53"	2 KM	4 times	300	39.6 M	(- 0.4 M)	7	Yes	Yes	Numbers are not based on need for sheltering	Needs repair	No	No	No	No	No	Yes	Yes	Yes	Yes		To be decided based on detailed RV S	Yes	Yes	Yes	Yes
4		Damaljar	982 No Damaljar LPS	NL 26' 16' 20" EL 91' 3' 58"	3 KM	2 time	150	43.6 M	(+0. 3M)	5	Yes	Yes	Numbers are not based on need for sheltering	Needs repair	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	To be decided based on detailed RV S	Yes	Yes	Yes	Yes
5		Radha Kuchi	107 No Radhakuchi LPS	NL 26' 18' 55" EL 91' 3' 59"	15 KM	1 time	150	39.6 1M	(+0. 3M)	3	Yes	Yes	Numbers are not based on	Needs repair	No	No	No	No	No	Yes	Yes	Yes	Yes		To be decided base	Yes	Yes	Yes	Yes

6	Khankar Para/ BARBI LA	530 No Barbila Balak LPS	NL 26' 18' 64" EL 91' 5' 54"	5 KM	2 Time s	70	43.6 1 M	(+0. 06M)	6	Yes	Yes	need for shelter ing Numbers are not based on need for shelter ing	Needs repa ir	No	No	No	No	No	No	Yes	Yes	Yes	Yes	To be deci ded base d on deta iled RV S	Yes	Yes	Yes	Yes
7 8	Keot Kuchi	519 No Keotkuchi Balika LPS	NL 26' 18' 24" EL 91' 3' 5"	3 KM	2 times	35	45.8 5M	(- 0.03 M)	3	Yes	Yes	Numbers are not based on need for shelter ing	Needs repa ir	No	No	No	No	No	No	Yes	Yes	Yes	Yes	To be deci ded base d on deta iled RV S	Yes	Yes	Yes	Yes
9	Pakda Bilar Pathar	1268 No Pakda Damaljar LP School	NL 26' 17' 5" EL 91' 3' 2"	5 KM	3 times	Nil	43.6 M	(+0. 7M)	3	Yes	Yes	Yes	Needs repa ir	No	No	No	Yes	No	Yes	Yes	Yes	Yes	To be deci ded base d on deta iled RV S	Yes	Yes	Yes	Yes	
10	Joshihat i	1860 Pub Joshihatip ara LPS	NL 26' 24' 10" EL 90' 57' 52"	1 KM	3 times	Nil	48.4 8M	(+0. 7M)	5	Yes	Yes	Yes	Needs repa ir	No	No	No	Yes	No	Yes	Yes	Yes	Yes	To be deci ded base d on deta iled RV S	Yes	Yes	Yes	Yes	
11	Paka Bet Bari Gaon	1629 Pakabetba ripam LPS	NL 26" 20' 37" EL 91' 3' 41"	0.150 KM	3 times	Nil	39.6 M	(+1. 2M)	5	Yes	Yes	Yes	Needs repa ir	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	To be deci ded base d on deta iled RV S	Yes	Yes	Yes	Yes	
11	Sundari dia	Sundariidy a H.S	NL 26' 19' 41" EL 91' 1' 59"	0.7 KM	3 times	240	39.6 M	(- 0.7 M)	10	Yes	Yes	Numbers are not based on need for shelter ing	Needs repa ir	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	To be deci ded base d on deta iled RV	Yes	Yes	Yes	Yes	

12	Dibrugarh	DODHI A FOREST	DINJOY HAZARI MAL HS SCHOOL	NL 27.51 EL 95.18	1 KM	2 Times	500		7	Yes	Yes	Numbers are not based on need for sheltering	Needs repair	No	No	Yes	No	No	Yes	Yes	Yes	Yes	To be decided based on detailed RV S	Yes	Yes	Yes	Yes	
13	Golaghat	Ward No - 1, Bokakhat	Namdoyan g LPS	NL 26.64 EL 93.59	4.5 KM	3 times	800	74.7 5M	(+1.21M)	5	Yes	Yes	Numbers are not based on need for sheltering	Needs repair	Yes	No	No	Yes	No	Yes	Yes	Yes	308 Sq m new covered space required	Yes	Yes	Yes	Yes	
14		Ward No - 1, Bokakhat	Bokakhat H.S School	NL 26.64 EL 93.59	4.5 KM	2 times	800	74.7 5M	(+0.52)	7	Yes	Yes	Numbers are not based on need for sheltering	Needs repair	No	No	No	No	Yes	Yes	Yes	Yes	To be decided based on detailed RV S	Yes	Yes	Yes	Yes	
15		Ward No - 1, Bokakhat	Mungilal Krishna Devi Balika Bidyalay	NL 26.64 EL 93.59	4.5 KM	3 times	400	74.7 5M	(+1.2M)	4	Yes	Yes	Numbers are not based on need for sheltering	Needs repair	No	No	No	Yes	Yes	Yes	Yes	Yes	To be decided based on detailed RV S	Yes	Yes	Yes	Yes	
16		Ward No - 1, Bokakhat	Bokakhat Kendriya Girls MES	NL 26.64 EL 93.59	4.5 KM	3 times	50	74.7 5M	(+3M)	2	Yes	Yes	Numbers are not based on need for sheltering	Needs repair	No	No	No	No	Yes	Yes	Yes	Yes	To be decided based on detailed RV S	Yes	Yes	Yes	Yes	
17		Polashguri	Dhansiri mukh J.N.V School	NL 26.66 EL 93.61	2.5 KM	3 times	70	74.7 5M	(+1M)	4	Yes	Yes	Numbers are not based on need for sheltering	Needs repair	No	No	No	No	No	Yes	Yes	Yes	Yes	To be decided based on detailed RV S	Yes	Yes	Yes	Yes
18		Hatikhuli	2 No Hatikhuli	NL 26.58 EL 93.34	5 KM	3 times	160	74.7 5M	(+2.74M)	4	Yes	Yes	Numbers are not based on need for sheltering	Needs repair	No	No	No	No	No	Yes	Yes	Yes	Yes	To be decided based on detailed RV S	Yes	Yes	Yes	Yes

Proposed land information for construction of New Flood Shelter under the project AIRBMP									
Sl. No.	District	Revenue Circle	Village	Land allotted received from District		Land Alloted in sq. ft (Present)	Land Alloted in sq.m (Present)	Boundary Coordinates	Weather Govt.land/ Private ownership/ SDLAC cleared
1	Biswanath	Halem	Dathkhola	1 B	100	14400	1339.2	E 26.808649, 93.553793 W 26.808631, 93.553537 S 26.808387, 93.553578 N 26.808866, 93.553724	Govt. land but In the process for SDLAC approval
2	Dibrugarh	Tengakhat	Naharkatia puroni Koibotra gaon	1 B	60	14400	1339.2	27°17'07.54" N 95°20'35.57" E 27°17'08.72" N 95°20'36.06" E 27°17'08.98" N 95°20'35.48" E 27°17'08.98" N 95°20'35.48" E	Govt. land but In the process for SDLAC approval
3	Golaghat	Bokakhat	Bortika	2 B 2 k 10 L	50	36000	3348		Govt land
4		Bokakhat	Goroimari	2 B 2 k 10 L	89	36000	3348	N26°36'36.02" E093050'10.82" N26°41'10.53" E093046'00.05" N26°41'10.55" E093046'00.92" N26°41'10.55" E093046'00.92"	Govt land
5		Bokakhat	Bohikhuwa	2 B 2 K 10 L	250	36000	3348	N26°64'95.86" E093060'62.75" N26°64'94.65" E093060'62.15" N26°64'95.03" E093060'64.95" N26°64'93.50" E093060'64.09"	Govt. land but 1B of land out of 2B is under encroachment as per information shared by field officer.
6		Khumtai	Nam Temera	6 B 10 L	610	87840	8169.12	N26°41'08.28" E093046'43.05" N26°41'06.36" E093046'42.48" N26°41'05.73" E093046'43.91" N26°41'05.06" E093046'43.12"	Govt. land and is under the process for SDLAC approval.
7	Majuli	Majuli	Bengena kalia	1 B	100	14400	1339.2	NE Lat 27.00428, Long 94.220361 NW Lat 27.002253 Long 94.192570 SW Lat 27.002147 Long 94.192948 SE Lat 26.947059 Long 94.212033	Govt. land and SDLAC approved
8		Majuli	Chilakala Chapari	1 B	100	14400	1339.2	NE Lat 26.966676, Long 94.068747 NW Lat 26.968963 Long 94.065872 SW Lat 26.969929 Long 94.068411 SE Lat 26.968963 Long 94.065872	Govt. land and SDLAC approved
9	Sivasagar	Demow	Bhekure Chapari	3 B	300	43200	4017.6	N27.265423 E94.741656 N27.265594 E 94.741862 N27.265611 E94.74113676 N27.265769 E 94.741569	Govt. land and SDLAC approved
10	Sonitpur	Tezpur	Bhalukekhowa gaon	3 B	20	43200	4017.6		

*K= Katha *L = Lesa *B= Bigha

NOTE- THE ABOVE DATA/DETAILS ARE INDICATIVE IN NATURE AND CONSULTANTS/AGENCIES ARE

	* SDLAC- Sub-Divisional Land Advisory Committee		REQUESTED TO MAKE NECESSARY INSPECTIONS IN PRIOR.
	*1 bigha= 14400 sq feet		
	*1 bigha= 5 katha		

Details of Proposed CQRT storage Facilities (Indicative) - Annexure I-B				
Sl. No	District	Indicative Location	Details (if any)	
1	Barpeta	Chenga Rev. Circle	Revenue Circle Office	
2		Sarthebari Rev. Circle	Revenue Circle Office	
3		Barnagar Rev. Circle	Revenue Circle Office	
4		Barpeta Rev. Circle	Revenue Circle Office	
5		Kalgachia Rev. Circle	Revenue Circle Office	
6		Sarupeta Rev. Circle	Revenue Circle Office	
7		Bajali Rev. Circle	Revenue Circle Office	
8		Baghor Rev. Circle	Revenue Circle Office	
9	Dibrugarh	Chabua Rev. Circle	Revenue Circle Office	
10		Tengakhat Rev. Circle	Revenue Circle Office	
11		Naharkatia Rev. Circle	Revenue Circle Office	
12		Moran Rev. Circle	Revenue Circle Office	
13		Tingkhong Rev. Circle	Revenue Circle Office	
14		Dibrugarh (East) Rev. Circle	Revenue Circle Office	
15		Dibrugarh (West) Rev. Circle	Revenue Circle Office	
16		Golaghat	Dergaon Rev. Circle	Revenue Circle Office
17	Bokhakhat Rev. Circle		Revenue Circle Office	
18	Morongi Rev. Circle		Revenue Circle Office	
19	Golaghat Rev. Circle		Revenue Circle Office	
20	Sarupathar Rev. Circle		Revenue Circle Office	
21	Khumtai Rev. Circle		Revenue Circle Office	
22	Lakhimpur		Naoboicha Rev. Circle	Revenue Circle Office
23			Dhakuakhana Rev. Circle	Revenue Circle Office
24		Subansiri Rev. Circle	Revenue Circle Office	
25		Bihpuria Rev. Circle	Revenue Circle Office	
26		Kadam Rev. Circle	Revenue Circle Office	
27		N.Lakhimpur Rev. Circle	Revenue Circle Office	
28		Narayanpur Rev. Circle	Revenue Circle Office	
29		Majuli	Majuli Rev. Circle	Revenue Circle Office
30	Sivsagar	Demow Rev. Circle	Revenue Circle Office	
31		Amguri Rev. Circle	Revenue Circle Office	
32		Sivasagar Rev. Circle	Revenue Circle Office	
33		Nazira Rev. Circle	Revenue Circle Office	
34	Sonitpur	Tezpur Rev. Circle	Revenue Circle Office	

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35		Dhekiajuli Rev. Circle	Revenue Circle Office	
36		Chariduar Rev. Circle	Revenue Circle Office	
37		Thelamara Rev. Circle	Revenue Circle Office	
38	Biswanath	Biswanath Rev. Circle	Revenue Circle Office	
39		Helem Rev. Circle	Revenue Circle Office	
40		Naduar Rev. Circle	Revenue Circle Office	
41	Dima Hasao	Haflong Rev. Circle	Revenue Circle Office	
42		Maibong Rev. Circle	Revenue Circle Office	
43	West Karbi anglong/Karbi anglong	Donkamukam Rev. Circle	Revenue Circle Office	
44		Diphu Rev. Circle	Revenue Circle Office	
45		Silonijan Rev. Circle	Revenue Circle Office	
46		Phuloni Rev. Circle	Revenue Circle Office	
47	Baksa	Baska Rev. Circle	Revenue Circle Office	
48		Barama Rev. Circle	Revenue Circle Office	
49		Tamulpur Rev. Circle	Revenue Circle Office	
50		Goreswar Rev. Circle	Revenue Circle Office	
51		Baganpara Rev. Circle	Revenue Circle Office	
52		Jalah Rev. Circle	Revenue Circle Office	
NOTE- THE ABOVE DATA/DETAILS ARE INDICATIVE IN NATURE AND 11 NOS FROM THE ABOVE LIST TO BE FINALISED				
Central Training Institute (CTI) Details				
	Location Details	Total Area of Campus		Reference (e-Link)
	Central Training Institute, Panikhaiti, Kamrup (M), Guwahati	17.5 Hectares (128 Bighas)		https://www.bing.com/maps?osid=83ffdabf-a9d5-40cd-a68b-28709f2b2177&cp=26.184193~91.744534&lvl=16&v=2&sV=2&form=S00027

PART II

Section 8. Conditions of Contract and Contract Forms

TIME-BASED FORM OF CONTRACT

STANDARD FORM OF CONTRACT

**Consultant's
Services
Time-Based**

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CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name _____

[Loan/Credit/Grant] No. _____

Assignment Title: _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “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: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments Guarantee

Appendix F: Code of Conduct (ES)

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]*

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable 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) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the 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) **“Contractor”** means the person named as contractor in the contract to be supervised by the Consultant.
 - (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant.
 - (j) **“Day”** means a working day unless indicated otherwise.
 - (k) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment

(SH)).

- (l) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (m) **“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.
- (n) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
- (o) **“GCC”** means these General Conditions of Contract.
- (p) **“Government”** means the government of the Client’s country.
- (q) **“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.
- (r) **“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.
- (s) **“Local Currency”** means the currency of the Client’s country.
- (t) **“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.
- (u) **“Party”** means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (v) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (x) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:
Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential

power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (y) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s or Client’s Personnel.
- (z) **“Site”** means the land and other places where works are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Contractor’s contract as forming part of the Site.
- (aa) **“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.
- (bb) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

- 2. **Relationship between the Parties**
 - 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. **Law Governing Contract**
 - 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. **Language**
 - 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. **Headings**
 - 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. **Communications**
 - 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is

- addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location**
- 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge**
- 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives**
- 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Fraud and Corruption**
- 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees**
- 10.2. 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 fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

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 56 & 57.

- 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 58.1;
 - (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 a of 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 Clause GCC 58.1 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 58.1.
 - (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 50;
- (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 49 through 54) 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 Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Clause GCC 10.1 (Fraud and Corruption) 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 Materials

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

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

29. Health and Safety

29.1. The Consultant shall:

- (a) comply with all applicable health and safety regulations and Laws;
- (b) comply with all applicable health and safety obligations specified in the Contract;
- (c) provide or cause to be provided health and safety training of Experts as appropriate and maintain training records;
- (d) put in place workplace processes for Experts to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (e) Experts who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Experts shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (f) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

30. Code of Conduct

30.1. The Consultant shall have a Code of Conduct for the

Experts.

The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community.

31. Forced Labor

31.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

32. Child Labor

32.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only

employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Client. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

33. Workers' Organizations

33.1. In countries where the relevant labor laws recognise workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Consultant shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Consultant shall enable alternative means for the Experts to express their grievances and protect their rights regarding working conditions and terms of employment. The Consultant shall not seek to influence or control these alternative means. The Consultant shall not discriminate or retaliate against Experts who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

34. Non-

34.1. The Consultant shall not make decisions relating to the

**Discrimination
and Equal
Opportunity**

employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 33).

**35. Experts
Grievance
Mechanism**

35.1. The Consultant shall have a grievance mechanism for Experts, and where relevant the workers' organizations stated in Clause GCC 33, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Experts shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Experts.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly designed and implemented, address concerns promptly, and are readily accessible to such Experts. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

36. Training of

36.1. The Consultant shall provide appropriate training to

Experts

relevant Experts on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Clause GCC 29.

As required under the Contract, the Consultant shall also allow appropriate opportunities for the relevant Experts to be trained on ES aspects of the Contract by the Client's Personnel.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**37. Description of Key Experts**

37.1. 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**.

37.2. 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 49.2.

37.3. 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 49.2, the Parties shall sign a Contract amendment.

38. Replacement of Key Experts

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

38.2. 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.

39. Approval of Additional Key Experts

39.1. 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.

40. Removal of Experts or Sub-consultants

40.1. If the Client finds that any of the Experts or Sub-consultant:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services; or
- (f) undertakes behaviour which breaches the Code of Conduct for Experts (ES);

the Consultant shall, at the Client's written request, provide a replacement.

40.2. 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.

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

40.4. Subject to the requirements in Clause GCC 40.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (f) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Services are being carried out, any Expert who engages in (a) to (f) above.

41. Replacement/

41.1. Except as the Client may otherwise agree, (i) the

**Removal of
Experts – Impact
on Payments**

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.

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

42.1. 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**.

42.2. 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.

42.3. 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

**43. Assistance and
Exemptions**

43.1. Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-

consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

44. Access to Project Site 44.1. 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 wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

45. Change in the Applicable Law Related to Taxes and Duties 45.1. 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 49.2.

46. Services, Facilities and Property of the Client 46.1. 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**.

46.2. 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 49.3.

47. Counterpart Personnel

47.1. 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**.

47.2. 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 49.3.

47.3. 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.

48. Payment Obligation

48.1. 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

49. Ceiling Amount

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

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

49.3. For any payments in excess of the ceilings specified in GCC 49.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

50. Remuneration

50.1. The Client shall pay to the Consultant (i) remuneration

- and Reimbursable Expenses** 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.
- 50.2. All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.
- 50.3. Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- 50.4. 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**.
- 50.5. 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.
- 51. Taxes and Duties** 51.1. 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**.
- 51.2. 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.
- 52. Currency of Payment** 52.1. Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.
- 53. Mode of Billing and Payment** 53.1. 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 52 and GCC 53 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.

54. Interest on Delayed Payments

54.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 53.1 (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

55. Good Faith

55.1. 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

56. Amicable Settlement

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

56.2. 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 57.1 shall apply.

57. Dispute Resolution

57.1. 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 Attachment 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 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.

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the laws of India.
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are [fill in at negotiations with the selected firm]:</p> <p>Client : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted): _____</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 SCC 6.1 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> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: Signing of Contract by both the parties, after due approvals.
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 1 Month</p>
13.1	Commencement of Services:

	<p>The number of days shall be 10</p> <p>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.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 48 months</p>

<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 exceeds 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 _____ [insert amount and currency which should be not less than the total ceiling amount of the Contract];</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 the latest Amended Motor Vehicles Act, India;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in India</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p>

	<p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.2	<p>The Consultant shall not use these <i>data, documents, designs, drawings, informations, hardwares, experts/staff and software, project office space</i> for purposes unrelated to this Contract without the prior written approval of the Client.</p>
49.2	<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: Rs. _____ [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 paid by the Consultant. The Client shall only reimburse Goods & Services Tax (GST) payable on the contract value by both foreign and domestic consultants, as per Applicable Law in India, subject to the Client performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/filing of return to the tax authority etc. The consultant shall register itself for GST with appropriate authority in India & shall provide the Registration Number to the Client.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</p>
50.3	<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> $R_f = R_{f_0} \times \left[0.1 + 0.9 \frac{I_f}{I_{f_0}} \right]$

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

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: [*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”]

- (2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every [*insert number*] months (and, for the first time, with effect for the remuneration earned in the [*insert number*]the calendar month after the date of the Contract) by applying the following formula:

$$R_l = R_{lo} \times \left[0.1 + 0.9 \frac{I_l}{I_{lo}} \right]$$

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

I_l is the official index for salaries in India (The All India Consumer Price Index (Urban) as published by the Labour Bureau, Ministry of Labour, Government of India) for the first month for which the adjustment is to have effect; and

I_{lo} is the official index for salaries in India (The All India Consumer Price Index (Urban) as published by the Labour Bureau, Ministry of Labour, Government of India) for the month of the date of the Contract.

- (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

	<p>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>51.1 and 51.2</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 payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) 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>(c) 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>(d) 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</p>

	<p>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, that the Goods and Services Tax (GST) payable on the contract value, as per Applicable Law in India, will be reimbursed on production of documentary evidence of payment.</p>
52.1	<p>The currency [currencies] of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i></p>
53.1(a)	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> (1) An advance payment <i>equivalent to 10% of Contract price [of [amount to be inserted at the time of contract signing] in foreign currency] [and of amount to be inserted at the time of contract signing] in local currency]</i> shall be made within 30 days after the Effective Date, after submission by the Consultant of the advance bank guarantee for payment and the invoice. 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. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
53.1(b)	<p>The Consultant shall submit to the Client itemized statements at time intervals of <i>every month</i></p>
53.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
54.1	<p>The interest rate is: Inter- Bank Offered Lending Rate plus 1% for foreign currency and <i>State Bank of India's prime lending rate</i> for</p>

	local currency.
57.	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</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 as amended till date. 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 a consensus within a period of 30 days from the appointment of the Arbitrator, 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 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 style="text-align: center;">Note: [Sub-para (b) below is applicable in case of contract award to foreign Consultant].</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 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> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>in case of foreign consultant select a country</i>]</p>

	<p><i>which is neither the Client's country nor the Consultant's country; and in case of Indian consultant select the city where the contract is signed].</i></p> <p>(b) the English language shall be the official language for all purposes.</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> <p>(d) For the purposes of this Clause GCC 54 (i) 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; and (ii) 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>(e) The Arbitrator should give final award within 120 days of starting of the proceedings</p> <p>(f) 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>
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

APPENDIX B - KEY EXPERTS

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

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

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 53.1(d) of this Contract.”

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

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

(Expressed in [insert name of currency])*

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D – 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 53.1(a) and SCC 53.1(a)]**{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]*.

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

¹ ¹The 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.

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.}

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.”

APPENDIX F - CODE OF CONDUCT

PART III

Section 9. Notification of Intention to Award and Beneficial Ownership Forms

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: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Client: *[insert the name of the Client]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. /Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

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: *[insert name of successful Consultant]*

Address: *[insert address of the successful Consultant]*

Contract price: *[insert contract price of the successful Consultant]*

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) or Simplified Technical Proposal (STP) in the last column below.]

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] 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]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]	[Proposed 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> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u>	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score:	[Proposed price]	[evaluated price]	Combined Score: [combined score] Ranking: [ranking]

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

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
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... ..

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: *[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*

[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 *[insert the name of the Client]*:

Signature: _____

Name: _____

I/126010/2023

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant*

Request for Proposal reference No.: *[insert identification no]*

Name of the Assignment: *[insert name of the assignment]*

To: ***[insert complete name of Client]***

In response to your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
<i>[include full name (last, middle, first), nationality, country]</i>			

<i>of residence]</i>			
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OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant”

Name of the Consultant: **[insert complete name of the Consultant]*_____

Name of the person duly authorized to sign the Proposal on behalf of the Consultant:
****[insert complete name of person duly authorized to sign the Proposal]**_____

Title of the person signing the Proposal: *[insert complete title of the person signing the Proposal]*_____

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*_____

Date signed *[insert date of signing]* **day of** *[insert month], [insert year]*_____

* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.