

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS FOR CONSULTANCY SERVICES

(With e-procurement)

RFP No: MIDFC/MITP-IE/76/2023-24/6

Engagement of Consultant for Institutional Strengthening, Effectiveness and Technical Assistance under “Meghalaya Integrated Transport Project (MITP) under The World Bank Funded Project

Reference No: IN-MIDFC-406652-CS-QCBS

Issue Date: 1st March, 2024.

Meghalaya Infrastructure Development & Finance Corporation Ltd.

Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin Development Authority (MBDA) Building, Shillong, East Khasi Hills Meghalaya-793003 (India), 8837023352/ 7629898737 Email ID:midfcmitp@gmail.com

Certified that Request for proposal contains pages from Pages 1 to 123

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Contents

PART I	4
SECTION 1: REQUEST FOR PROPOSAL LETTER AND TEMPLATE FOR NOTIFICATION OF INTENTION TO AWARD .4	
Request for Proposal Letter.....	5
Guidance for Online Proposal Submission.....	8
Template for Notification of Intention to Award.....	10
Notification of Intention to Award.....	11
SECTION–2 INSTRUCTIONS TO CONSULTANTS AND DATA SHEET	17
Instructions to Consultants.....	18
Data Sheet.....	35
SECTION - 3. TECHNICAL PROPOSAL – STANDARD FORMS	44
Form TECH-1.....	45
Form TECH-2.....	47
Form TECH-3.....	49
Form TECH-4.....	50
Form TECH-5.....	52
Form TECH-6.....	53
SECTION - 4 FINANCIAL PROPOSALS – STANDARD FORMS	57
Form FIN-1.....	58
Form FIN-2.....	60
FORM FIN-3.....	61
Appendix A.....	63
FORM FIN-4.....	68
SECTION - 5. ELIGIBLE COUNTRIES	69
SECTION - 6. BANK POLICY - FRAUD AND CORRUPTION	70
SECTION 7: TERMS OF REFERENCE	72
PART II	91
SECTION 8: CONDITIONS OF CONTRACT AND CONTRACT FORMS	91
Form of Contract.....	93
GENERAL CONDITIONS OF CONTRACT	96
A. General Provisions.....	96
B. Commencement, Completion, Modification and Termination of Contract.....	99
C. Obligations of the Consultant.....	103
D. Consultant’s Experts and Sub-Consultants.....	107
E. Obligations of the Client.....	108
F. Payments to the Consultant.....	110
42 Interest on Delayed Payments.....	112
G. Fairness and Good Faith.....	112
H. Settlement of Disputes.....	112
II. GENERAL CONDITIONS	113
Fraud and Corruption.....	113
SPECIAL CONDITIONS OF CONTRACT	115
APPENDICES	121
Appendix A – Terms of Reference.....	121
Appendix B - Key Experts.....	121
Appendix C – Breakdown of Contract Price.....	121
Model Form I.....	123

PART I

Section 1: Request for Proposal Letter and Template for Notification of Intention to Award

Request for Proposal Letter

Name of Assignment: Engagement of Consultant for Institutional Strengthening, Effectiveness and Technical Assistance under “Meghalaya Integrated transport Project (MITP) under The World Bank Funded Project

RFP No.: MIDFC/MITP-IE/76/2023-24/6

Reference No: IN-MIDFC-406652-CS-QCBS

Loan No./Credit No./ Grant No.: Loan No: IBRD - 91690

Country : India

Date : **1st March, 2024**

For the attention of Consultant’s authorized representative

1. ARKITECHNO Consultants (I) Pvt. Ltd.
2. Deloitte Touché Tohmatsu India LLP
3. Ecorys Nederland BV. in Joint Venture with Ecorys India Private Limited and Dalberg Development Advisors Private Limited
4. Feedback Infra
5. LEA Associates South Asia Pvt. Ltd. (LASA)
6. Nangia & Co. LLP & TPA Engineering Consultancy (I) Pvt. Ltd JV
7. PricewaterhouseCoopers Pvt. Ltd. (PwC) in JV with Egis India Consulting Engineers Pvt. Ltd.
8. SREI Infrastructure Finance Ltd. & The CRAPHTS Consultants (I) Pvt. Ltd.-JV

Dear Mr. /Ms.

The Government of India(hereinafter called “Borrower”) has received/applied for financing from the International Bank for Reconstruction and Development (IBRD) in the form of a “loan” (hereinafter called “loan”) toward the cost of Meghalaya Integrated Transport Project (MITP)

The Commissioner Secretary Planning and Chief-Executive Officer, MIDFC (*Meghalaya Infrastructure Development Finance Corporation*) of the Government of Meghalaya, 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. The Client intends to apply the funds 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 Meghalaya 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 Commissioner Secretary Planning shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.

The **Deputy Project Director, MITP**, Shillong now invites online proposals from short-listed consultants, to provide the following consulting services (hereinafter called “Services”):

Engagement of Consultant for Institutional Strengthening, Effectiveness and Technical Assistance under “Meghalaya Integrated transport Project (MITP) under The World Bank Funded Project. More details on the Services are provided in the **Terms of Reference (Section 7).**

This electronic Request for Proposals (e-RFP) has been addressed to the following shortlisted Consultants:

1. ARKITECHNO Consultants (I) Pvt. Ltd.
2. Deloitte Touché Tohmatsu India LLP
3. Ecorys Nederland BV. in Joint Venture with Ecorys India Private Limited and Dalberg Development Advisors Private Limited
4. Feedback Infra
5. LEA Associates South Asia Pvt.Ltd. (LASA)
6. Nangia & Co. LLP & TPA Engineering Consultancy (I) Pvt. Ltd JV
7. PricewaterhouseCoopers Pvt. Ltd. (PwC) in JV with Egis India Consulting Engineers Pvt. Ltd.
8. SREI Infrastructure Finance Ltd. & The CRAPHTS Consultants (I) Pvt. Ltd.-JV

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

A firm will be selected under under QCBS procedures and in a full Technical Proposal as described in this RFP, in accordance with the policies of the Bank detailed in the “*Bank’s Procurement Regulations for IPF Borrowers for Goods, Works, Non-Consulting Services and Consulting Services, dated July 01, 2016, Revised November 2017 and August 2018 (hereinafter referred to as ‘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 (Lum Sump)

The RFP is available online for download (free of cost) for the short-listed consultants only from e-procurement website of the Government of Meghalaya <https://meghalayatenders.gov.in> Consultants who shall download the RFP from the website of the Government of Meghalaya <https://meghalayatenders.gov.in> shall not tamper/modify the RFP or the standard forms (*Technical Proposal Forms and Financial Proposal Forms*) contained in Section 3 and 4 of the RFP. 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> 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: <https://meghalayatenders.gov.in>. Any Proposal or modifications to Proposal received outside e-procurement system will not be considered.

Please inform us by **5th March, 2024, at 15:00 hours** through the e-procurement system:

- 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).

Period Of Download Of RFP	From 1st March 2024, 17.00 Hours to 12th April, 2024, 15:00 Hours
Time And Date Of Pre-Bid Meeting	11th March 2024, 11:30 Hours
Last Date And Time For Receipt Of Bids	12th April, 2024, 15:00 Hours
Time And Date Of Opening Bids – Technical Part	12th April, 2024, 16:00 Hours
Time, Date and Venue of Technical Presentation	To Be communicated
Time And Date Of Opening Bids – Financial Part	To Be communicated
Place Of Opening Of Bids	Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd. Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin Development Authority (MBDA) Building Shillong East Khasi Hills Meghalaya-793003
Officer Inviting Bids	Deputy Project Director, MITP

Details on the proposal's submission date, and time are provided in ITC Data Sheet Clause 17.4. The e-procurement system would not allow any late submission of proposals.

Yours sincerely,



Deputy Project Director, MITP

Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd.
Behind Bethany Hospital, Lower Nongrim Hills,
Top Floor, Meghalaya Basin Development Authority (MBDA) Building
Shillong East Khasi Hills, Meghalaya-793003

Annexure to “Request for Proposals Letter”

Guidance for Online Proposal Submission

The short-listed consultants are required to submit soft copies of their proposals electronically on the e-procurement portal of the Government of Meghalaya <https://meghalayatenders.gov.in>, using valid Digital Signature Certificates. All the documents being submitted by the consultants would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any RFP that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using Client’s (proposal opener’s) public keys. Overall, the uploaded proposals become readable only after the opening by the authorized bid openers. Consultants may also visit “C: Submission, Opening and Evaluation” of “Sec-1: Instructions to Bidders”.

The instructions given below are meant to assist the consultants in registering on the e-procurement portal of the Government of Meghalaya and prepare their proposals in accordance with the requirements and submitting their proposals online on the e-procurement portal of the Government of Meghalaya <https://meghalayatenders.gov.in>.

REGISTRATION

Consultants are required to enroll on the e-Procurement module of the e-procurement portal of the Government of Meghalaya <https://meghalayatenders.gov.in> by clicking on the link “Online bidder Enrollment” on the Portal which is free of charge.

As part of the enrolment process, the consultants will be required to choose a unique username and assign a password for their accounts.

Consultants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-procurement portal of the Government of Meghalaya <https://meghalayatenders.gov.in>.

Upon enrolment, the consultants will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a consultant. Please note that the consultants are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse. Consultants then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

Consultants may download the required RFP from the e-procurement portal. The RFP can be moved to the respective ‘My Tenders’ folder. This would enable the Portal to intimate the consultants through SMS / e-mail in case there is any corrigendum issued to the tender document.

The consultants should make a note of the unique Tender ID (RFP no.) in case they want to obtain any clarification / help from the Helpdesk.

ASSISTANCE TO BIDDERS

Any queries relating to the RFP and the terms and conditions contained therein should be addressed to the Deputy Project Director, MITP.

Any queries relating to the process of online proposal submission or queries relating to e-procurement portal of the Government of Meghalaya in general may be directed to the Deputy Project Director, MITP.

More information useful for submitting online proposals may be obtained from the e-procurement portal of the Government of Meghalaya <https://meghalayatenders.gov.in>

Template for Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. (Authorized representative of the Consultant).]

For the attention of Consultant's authorized representativeName:

[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: To be Notified.

Notification of Intention to Award

Client: Deputy Project Director, MITP

Contract title: Engagement of Consultant for Institutional Strengthening, Effectiveness and Technical Assistance under “Meghalaya Integrated transport Project (MITP) under The World Bank Funded Project

Country: India

Loan No. /Credit No. /Grant No.: IBRD - 91690

RFP No: MIDFC/MITP-IE/76/2023-24/6

Reference No: IN-MIDFC-406652-CS-QCBS

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

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

1. The successful Consultant

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

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

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

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[insert name]	[yes/no]	<p>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]</p>	[Proposal price]	[evaluated price]	<p>Combined Score: [combined score] Ranking: [ranking]</p>

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

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..... (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: Shri B.M.Syiem
Title/position: Deputy Project Director, MITP
Agency: MIDFC
Email address: midfcmity@gmail.com

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,..... (Local time).

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

Attention: Shri B. M. Syiem
Title/position: Deputy Project Director, MITP
Agency: MIDFC
Email address: midfcmity@gmail.com

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to

have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

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

In summary, there are four essential requirements:

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

6. Standstill Period

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

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

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

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

On behalf of Meghalaya Infrastructure Development & Finance Corporation Limited:

Signature: _____

Attention: Shri B. M. Syiem
Title/position: Deputy Project Director, MITP
Agency: MIDFC
Email address: midfcmitp@gmail.com

Section–2 Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definitions

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

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]

- m. "In writing" means communicated in written form (e.g., by mail, e-mail, fax, distributed or received through the electronic-procurement system used by the Client) with proof of receipt.
- n. "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- o. "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.
- p. "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- q. "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- r. "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- s. "RFP" means the Request for Proposals to be prepared by the Client for the selection of consultants through e-procurement system, based on the SPD - RFP.
- t. "SPD - RFP" means the Standard Procurement Document -Request for Proposals, which must be used by the Client in e-procurement system, as the basis for the preparation of the RFP.
- u. "Services" means the work to be performed by the Consultant pursuant to the Contract.
- v. "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- w. "Terms of Reference (TORs)" (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Fraud and Corruption

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

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

6. Eligibility

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

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

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

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and

Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the Data Sheet**.

b. Prohibitions

- 6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

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

d. Restrictions for Public Employees

- 6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:
- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
 - (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

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

B. Preparation of Proposals

7. General Considerations

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

8. Cost of Preparation of Proposal

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

9. Language

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

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country’s laws against fraud and corruption (including bribery).

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

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude 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

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

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

12.3 If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall

be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

c. Sub-Contracting

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

13. Clarification and Amendment of RFP

13.1 The e-procurement system specified in ITC 17.1 provides for online clarifications. The Consultant may request an online clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond online by uploading the response (including an explanation of the query but without identifying its source) for information of all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

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

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

14.Preparation of Proposals Specific Considerations

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

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP. The Technical Proposal shall

not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

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 through the website and in accordance with procedure specified in the **Data Sheet**. Proposals submitted by any other means will be rejected.

- 17.2 An authorized representative of the Consultant shall digitally sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal.
- 17.3 Consultants should be aware that the electronic procurement system does not allow for any modifications, revisions, interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with Clause ITC 13.2.
- 17.4 The Proposal or its modifications must be uploaded on the portal no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline.
- 17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the **Data Sheet**.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.

19. Online Opening of Technical Proposals

19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the **Data Sheet** and this could be viewed online by the shortlisted Consultants. The 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.

19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of the folder with the Financial Proposal in the portal; and (iii) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

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

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Online Opening of Financial Proposals

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score by sending a notification

(for QCBS, FBS, and LCS methods)

through the means indicated in the **Data Sheet**, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) Notify them of the date, time, and if indicated in ITC 23.5 location of the online public opening of the Financial Proposals and invite them to attend.

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

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

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

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

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

including the break-down by criterion, shall be read aloud first and recorded online simultaneously. The Financial Proposals shall be then opened, and the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the portal for the information of the Consultants who submitted Proposals and the Bank, unless the **Data Sheet** provides for other means of sending notifications and the results of the financial opening.

24. Correction of Errors

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

a. Time-Based Contracts

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

The Client's evaluation committee will adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

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

qualifications and experience than the original candidate, and meet eligibility requirements.

b. Technical Negotiations

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

c. Financial Negotiations

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

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

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

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated 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 be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the **Data Sheet**. Where only one Proposal is submitted, the Standstill Period shall not apply.

31. Notice of Intention to Award

31.1 When a Standstill Period applies, it shall commence when the Client has transmitted to each Consultant whose financial proposal was opened, the Notification of Intention to Award the Contract to the successful Consultant as per instructions in the **Data Sheet**. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) Instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

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

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

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation

in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online

33. Debriefing by the Client

- 33.1 On receipt of the Client's Notification of Intention to Award referred to in ITB 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.
- 33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period.
- 33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultant shall bear their own costs of attending such a debriefing meeting

34. Award of Contract

- 34.1 The Contract shall be signed promptly upon Notification of Award.
- 34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

35. Procurement Related Complaint

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

Data Sheet

ITC Reference	Description
A. General	
1(b)	The date of the Applicable Regulations is: Regulations dated July 01, 2016, revised November 2017 and August 2018.
1 (c)	The laws of Union of India and any other instruments having the force of law in India.
1(n)	Maximum No. of members of Joint Venture shall be: Three (03)
2.1	<p>Client: Deputy Project Director, MITP, Meghalaya Infrastructure Development & Finance Corporation (MIDFC) Ltd.</p> <p>Method of selection: Quality and Cost Based Selection (QCBS) procedures and Full Technical Proposal as per The Applicable Regulations: Procurement Regulations for IPF Borrowers dated July 01, 2016, revised November 2017 and August 2018, available on www.worldbank.org</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal</p> <p>The name of the assignment is: Engagement of Consultant for Institutional Strengthening, Effectiveness and Technical Assistance under “Meghalaya Integrated transport Project (MITP) under The World Bank Funded Project</p>
2.3	<p>A pre-proposal conference will be held on 11th March 2024, Time: 11:30 AM in both offline and online mode.</p> <p>Google Meet joining link Video call link: https://meet.google.com/fxq-bsd-n-aww</p> <p>Address: Office of the Deputy Project Director, MITP, Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd. Contact Person / Conference Coordinator: Shri B. M. Syiem Deputy Project Director, MITP, MIDFC Email address: midfcmtp@gmail.com</p>
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 7: TOR
4.1	<i>None</i>

6.3.1	A list of debarred firms and individuals is available at the Bank’s external website: www.worldbank.org/debarr
6.3.5	Deleted
B. Preparation of Proposals	
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	<p>The Proposal shall comprise the following. 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>1st Inner Envelope with the Technical Proposal:</p> <ul style="list-style-type: none"> Power of Attorney to sign the Proposal. Proof of Legal Status and Eligibility TECH-1(including Statement of Undertaking if required under Data Sheet 10.2 (below) TECH-2 TECH-3 TECH-4 TECH-5 TECH-6 AND <p>The Financial Proposal comprising:</p> <ul style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	Statement of Undertaking is required
11.1	Participation of sub- consultants, key professionals, and sub professionals in more than one proposal is not permissible.
12.1	Proposals must remain valid for 180 (One Hundred eighty) days after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than 10 (ten) days from publication of this RFP. All requests for clarifications shall be made through e-mail midfcmtp@gmail.com in Microsoft Excel as per the format illustrated below:</p>

	SN.	RFP Page No	RFP ref. clause no.	Relevant RFP provision/clause	Clarification/Query/Suggestion						
13.1.1	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.										
13.1.2	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.										
13.2	<p>A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals.</p> <p>(a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the 'Proposal'.</p> <p>(b) For this purpose, modification/withdrawal by other means will not be accepted.</p> <p>(c) The modification and consequential re-submission of proposals is allowed any number of times.</p> <p>(d) A consultant may withdraw its proposal by using the appropriate option for proposal withdrawal, before the deadline for submission of proposals. However, if the proposal is withdrawn, re-submission is not allowed.</p>										
14.1.1	<p>Short listed Consultants may associate with</p> <p>(a) Non-shortlisted consultants: Yes</p> <p>OR</p> <p>(b) Other short-listed consultants: NO.</p>										
14.1.2	Estimated input of Key Professionals time-input: 75 person-months.										
14.1.3	<p>The Consultant's Proposal must include the CVs of Key Professionals as given below:</p> <p>SN Position Indicative Staff Months</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Position</th> <th>Indicative Staff Months</th> </tr> </thead> <tbody> <tr> <td>K1</td> <td>Transport Institutional Development Expert (Team Leader)</td> <td>12.0</td> </tr> </tbody> </table>					SN	Position	Indicative Staff Months	K1	Transport Institutional Development Expert (Team Leader)	12.0
SN	Position	Indicative Staff Months									
K1	Transport Institutional Development Expert (Team Leader)	12.0									

	<p>K2 Project/Construction Management Expert (Deputy Team Leader) 12.0</p> <p>K3 Human Resource Development Expert 9.0</p> <p>K4 Transport Planning Expert 9.0</p> <p>K5 Transport Operations Expert 9.0</p> <p>K6 Senior Highway Engineer 6.0</p> <p>K7 Road Safety Expert 6.0</p> <p>K8 Legal Expert 6.0</p> <p>K9 Environmental and Social Safeguards Expert 6.0</p> <p style="text-align: right;">Total 75</p> <p>For the evaluation and comparison of proposals only:</p> <p>If a proposal includes less than the required minimum time input (expressed in person month), the missing time input (expressed in person month) is calculated as follows : The missing time input is multiplied by the highest remuneration rate for a key professional / Sub Professional 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
15.2	The format of the Technical Proposal to be submitted is: FTP. Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<p>(i) A per diem allowance and hotel charges for experts (key professionals / sub professionals) for every day of absence from their head quarter in Meghalaya for the purposes of the site visits</p> <p>(ii) Communication cost</p> <p>(iii) Cost of office accommodation, including water & electricity charges and maintenance / watch & ward charges</p> <p>(iv) Cost of transportation within Meghalaya for official works including site visits</p> <p>(v) Cost of reports production (including printing) and delivering to the Client</p> <p>(vi) Other allowances where applicable</p> <p>Only Applicable for Time Based Contracts</p> <p>Note: For the project purpose, the base location for the service provider shall be State of Meghalaya</p>
16.2	A price adjustment provision applies to remuneration rates& rates of other items :No

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 are responsible for payment of all taxes as applicable in India.</p> <p>The Client will however reimburse the following indirect taxes / duties</p> <p>a. Prevailing Goods and service Tax (GST).</p> <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 currency: INR (Indian National Rupee)</p>
16.5	<p>Payment under the Contract shall be made in INR (Indian National Rupee).</p>

C. Submission, Opening and Evaluation

17.1	<p>Electronic –Procurement System</p> <p>The Client shall use the following electronic-procurement system to manage this Selection process:</p> <p>a. The e-procurement portal of the Government of Meghalaya: https://meghalayatenders.gov.in</p> <p>b. The Consultants shall upload/submit their Proposals electronically on the e-procurement portal of the Government of Meghalaya https://meghalayatenders.gov.in. No other mode of submission such as Telex, Cable, e-mail or Facsimile is permitted.</p> <p>c. The electronic submission procedures shall be as follows: The Consultants shall upload/submit their Proposals (both Technical and Financial) electronically following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website:</p> <ul style="list-style-type: none"> - To participate in the e-tendering process, it is mandatory for the consultants to have Class II or III Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Agency authorized by the Government of India. Consultants can see the list of licensed CAs from the link www.cca.gov.in - The consultant should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. - The size of individual files containing the documents comprising the Proposal (s) shall not exceed 40 MB and there is no limit on the number of files to be uploaded.
17.4	<p>The Proposals must be uploaded on the e-procurement portal i.e., meghalayatenders.gov.in no later than:</p>

	<p>Date: 12th April,2024 Time: 15:00 Hours Indian Standard Time</p>
17.5	<p>Upon the successful and timely submission of proposals (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a unique ID will be generated.</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 meghalayatenders.gov.in by the Client’s Evaluation Committee at the date and time indicated below.</i></p> <p>Date: 12th April,2024 Time: 16:00 Hours Indian Standard Time</p> <p><i>Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at:</i></p> <p>Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd. Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin Development Authority (MBDA) Building Shillong East Khasi Hills Meghalaya-793003 City: Shillong.</p> <p><i>[In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day]</i></p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: No other additional information will be read out and recorded in the opening minutes.</p>
21.1 [for FTP]	<p>Criteria, sub criteria, and point system for the evaluation of the Full Technical Proposals :</p> <p>The Client’s evaluation committee shall evaluate the Full Technical Proposals on the basis of their responsiveness to the Terms of Reference and RFP, applying the evaluation criteria, sub criteria, and point system specified as below. Each responsive Proposal will be given a Technical Score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet. The Consultant will be considered as non-responsive if one/any of their Associate consultant does not have any credible contribution towards their Technical Proposals in the criteria, sub criteria mentioned below.</p> <p>A. Specific experience of the Consultant (as a firm) relevant to the Assignment: 15 Marks B. Key Experts’ qualifications and competence for the Assignment: 45 Marks C. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 15 Marks D. Technical Presentation: 25 Marks</p> <p>Please refer Section 7: Terms of Reference for Detailed Evaluation Criteria</p>

22.1 & 22.2	DELETED
D. Public Opening of Financial Proposals	
23.1 and 23.2	<p>Notifications to the Consultants will be sent as following:</p> <p>The Client shall notify the Consultants online through e-procurement portal. Consultants have an option to attend the opening of the Financial Proposals in person through authorised representative.</p> <p>The Financial opening shall take place at: Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd. Contact Person / Conference Coordinator: Shri B. M. Syiem Deputy Project Director, MITP, MIDFC Email address: midfcmitp@gmail.com</p> <p>Date: To be Notified Time: To be Notified</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>
23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify online through e-procurement portal, 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 the Deputy Project Director, MITP, Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd., and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>A notice of the public opening of Financial Proposals shall also be published on the e-procurement portal of the Government of Meghalaya.</p> <p>The online opening procedure shall be as following:</p> <p>Financial proposals of only those Consultants whose proposals were considered responsive to the RFP and TOR and that have scored minimum qualifying technical score, will be opened on the e-procurement portal by the Client’s Evaluation Committee at the date and time indicated in BDS 23.2</p> <p>The procedure for notifying the Consultants on the results of the Financial opening shall be as following: same as in ITB 23.2 (above)</p> <p>An option of presence in person is provided at the place, date and time as specified in BDS 23.2</p>

25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST, excise tax, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	The single currency is INR (Indian National Rupee).
27.1 (QCBS only)	<p>The highest evaluated Technical Proposal (Tm) is given the maximum technical score (St) of 100.</p> <p>The formula for determining the technical scores (St) of all other Proposals is calculated as following:</p> <p>St = 100 x T/ Tm, in which "St" is the technical score, "Tm" is the highest technical score, and "T" the technical score of the proposal under consideration.</p> <p>The minimum technical score (T) of the proposal required to pass is: <u>75</u>. Financial proposal of any Bidder achieving technical score (T) is below 75, will not be considered or opened.</p> <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 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% and 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>
E. Negotiations and Award	
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: To be intimated later on Address: Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd.</p> <p>Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin</p>

	Development Authority (MBDA) Building Shillong East Khasi Hills Meghalaya-793003.
30.1 Standstill Period	The Standstill Period is 10 (ten) Business Days after the date the Client has transmitted to all Consultants that submitted Proposals, the Notification of its Intention to Award the Contract to the successful Consultant. Note: Where a Consultant has previously received notification of exclusion from the process at an interim stage of the selection process, the Consultant will not receive a Notification of Intention to Award the Contract.
31.1	Procedure for notifying all Consultants whose financial Proposals were opened, the Intention to Award the Contract to the successful Consultant will be as follows: The Client shall notify the Consultants online through email or e-procurement portal.
32.2	The publication of the contract award information will be done as follows: The publication of the contract award information will be done after the completion of the contract negotiations and contract signing. The publication will be done within 30 days after the contract signing in meghalayatenders.gov.in & World Bank site
34.1	Expected date for the Signing of Agreement: Within 21(twenty One) Calendar days from the date of issue of Notice of Award.
34.2	Expected date for the commencement of the Services: Within 10(ten) Calendar Days from the date of signing of agreement.
35.1	The procedures for making procurement related Complaints are detailed in the “Procurement Regulations for IPF Borrowers (Annex III). If a Consultant wishes to make a Procurement Related Complaint, the Consultant should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email to : For the attention: Project Director, MITP and CEO, MIDFC. Client: Deputy Project Director, MITP, Email address: midfcmity@gmail.com In Summary, a Procurement related Complaint may challenge any of the following: i) The terms of this Request for Proposal (RFP) ii) The Client’s decision to exclude a consultant from the procurement process prior to the award of contract: and iii) 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 Form

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

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

Form TECH-1

Technical Proposal Submission Form

Letter No.

Dated

To:

The Deputy Project Director,
Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd.
Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin
Development Authority (MBDA) Building
Shillong, East Khasi Hills Meghalaya-793003

Dear Sirs:

We, the undersigned, offer to provide the consulting services **Engagement of Consultant for Institutional Strengthening, Effectiveness and Technical Assistance under “Meghalaya Integrated transport Project (MITP) under The World Bank Funded Project** in accordance with your Request for Proposal (RFP) No-----dated-----and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”.

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.

(e) We, along with any of our sub-consultants, sub-contractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(f) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and other relevant laws.

(g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.

(h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

Form TECH-2

(FOR FULL TECHNICAL PROPOSAL ONLY)

Consultant's Organization and Experience

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List previous similar assignments successfully completed in the last 10 years or/and ongoing projects in last 5 Years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR equivalent) / Amount paid to your firm	Role on the Assignment
{e.g., Jan.2018–Apr.2019}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of;}	{e.g., Ministry of..... , country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2018}	{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 ONLY)

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):

1. **Technical Approach and Methodology**
2. **Work Plan**
3. **Organization and Staffing**

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

Form TECH-4

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 [NOTE TO CLIENT: ADD THE FOLLOWING FOR SUPERVISION OF CIVIL WORKS CONTRACTS: INCLUDING THE ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY (ESHS) 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	36	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														

Form TECH-6

(Continued)

CURRICULUM VITAE (CV)

(To be given of all the 9 numbers Key Professional Experts contained in the Terms of Reference)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

Expert's contact information: (e-mail....., phone.....)

Certification:

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

{day/month/year}

Name of Expert	Signature	Date
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{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date
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Section - 4 Financial Proposals – Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form**
- FIN-2 Summary of Costs**
- FIN-3 Breakdown of Remuneration,**
- FIN-4 Breakdown Reimbursable expenses**

Form FIN-1

Financial Proposal Submission Form

Letter No.

Dated:

To:

The Deputy Project Director, MITP

Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd.
 Behind Bethany Hospital, Lower Nongrim Hills, Top Floor,
 Meghalaya Basin Development Authority (MBDA) Building
 Shillong, East Khasi Hills Meghalaya-793003

Dear Sirs:

We, the undersigned, offer to provide the **Engagement of Consultant for Institutional Strengthening, Effectiveness and Technical Assistance under “Meghalaya Integrated transport Project (MITP) under The World Bank Funded Project** in accordance with your Request for Proposal (RFP) No-----dated -----and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *[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

	Cost
Item	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet ; delete columns which are not used}
Cost of the Financial Proposal	Amount in INR
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}	
2. {insert type of tax: e.g., CGST,SGST,IGST}	
3.	
4. {insert type of tax}	
<u>Total Estimate for Indirect Local Tax:</u>	

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

FORM FIN-3

Breakdown of Remuneration

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

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

	Non-Key Experts				
N-1			[Home]		
N-2			[Field]		
	Total Costs				

Appendix A.

Financial Negotiations - Breakdown of Remuneration Rates

Review of Remuneration Rates

- a. 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.
- b. 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.
- c. 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.
- d. Rate details are discussed below:
 1. 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).
 2. 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.
 3. 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.

4. 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:

Leave cost as percentage of salary =

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.

5. 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.
6. 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.
7. Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social

cost shall still be shown under social costs, with the net allowance shown separately.

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

Sample Form

Consultant:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Model Form I)

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead	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 State									

{* 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

(NOT APPLICABLE)

Section - 6. Bank Policy - Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

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

2. Requirements

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. To this end, the Bank:
 1. Defines, for the purposes of this provision, the terms set forth below as follows:
 1. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
 - i. "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;
 - ii. "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;
 - iii. "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;
 - b. "obstructive practice" is:
 1. 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
 2. Acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
 3. 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;
 4. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, 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;

5. 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;² (ii) to be a nominated³ 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;
6. 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 inspect⁴ 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.

2 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.

3 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.

4 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

Engagement of Consultant for Institutional Strengthening, Effectiveness and Technical Assistance under “Meghalaya Integrated transport Project (MITP).”

BACKGROUND

The *Meghalaya Integrated Transport Project* (MITP) is a new program being implemented by the State of Meghalaya with support of the World Bank and Government of India (GOI)⁵. The development objective of the Project is to "improve transport connectivity and efficiency in project districts and to modernize transport sector management in Meghalaya". The Project comprises four components:

- Component 1: Effective delivery and maintenance of transport infrastructure:
- Component 2: Asset Management, Institutional Effectiveness and Transport Services:
- Component 3: Project Management and Implementation:
- Component 4: Contingent Emergency Response

Project Component 2 includes a Subcomponent 2.3 entitled “Institutional Effectiveness” that comprises an ambitious program of activities for reorganizing and strengthening the several entities of the *Government of Meghalaya* (GOM) responsible for sector management. To this end, GOM intends to appoint a Consultant for Technical Assistance (TA) to help implement the Institutional Effectiveness activities.

KEY OBJECTIVES

Key objectives under Institutional Effectiveness are to implement the following:

- Operationalizing Transport Board, Centre of Excellence:** Development and implementation of suitable plans for operationalization/strengthening of Transport Board, Centre of Excellence, construction industry, MIDFC and PWD including online Project management tools and updating of PWD’s codes and technical documents, COVID-19 responsive contract management framework including safe working methods, and framework to deliver local infrastructure using VEC.
- Implementation of Human Resource Development (HRD) strategy:** Implementation of a human resources professional development strategy through the Centre of Excellence to build capacity and knowledge base of transport agencies and contractors including e-learning, international exposures, and pilots for gender informed employment opportunities; and (b) focused skill enhancement program for: (i) PWD’s women staff to improve their on the job performance and carrier progression; and (ii) unemployed women to enhance their employability for civil works jobs
- Transport Vision 2030 Plan:** Development of an overarching transport sector vision 2030 comprising sub-sector policies, strategies, long-term financing plan, and transport-oriented growth strategies.

⁵ “Project appraisal document On a Proposed loan in the amount of US\$ 120 million to the Republic of India for a Meghalaya Integrated Transport Project”. World Bank, 01 October 2020.

Task A. As Is Assessment of the sector context, future plan and the existing functional units under the Public Works Department (PWD) and Department of Transport (DOT).

Task A.1 Definition of Domain

Define the domain to be managed, including the extent of the infrastructure constituting the physical system and the services that are provided to users of that system. Provide a precise description of the infrastructure and services over which the government has jurisdiction.

- Infrastructure assets include roads, bridges, and public transport terminals including ropeways, helipad terminals, railway.
- Service includes those directly operated by the government, as well as those directly operated by private companies and regulated by the government.

Subtask A.2 Institutional Responsibility Matrix

Identify the full range of entities public and private with responsibility for managing different aspects of the Meghalaya transport system, including infrastructure development and maintenance, regulation of service providers for passengers and freight, traffic operation and enforcement, and other functions. Determine whether this division of responsibilities varies between urban and rural areas, geographic regions, or the part of the network involved. These entities will include Ministry of Road Transport and Highways (MoRTH), National Highways & Infrastructure Development Corporation Ltd., Meghalaya Public Works Department (PWD), Community and Rural Development Department (C&RD) through the support of Village Employment Councils (VECs), Meghalaya Infrastructure Development Finance Corporation (MIDFC), Urban Affairs Department (UAD), Transport Department via Meghalaya Transport Corporation, plus others such as traffic police, organizations representing truck and bus operators, and those responsible for resource mobilization. The Consultant has to suggest sample size and selection based on the project requirements. Develop an institutional matrix showing which entities are responsible for which management activities.

Subtask A.3 Assessment of Physical System Condition and Quality of Services

Based on interviewing technical practitioners, as well as administrative and political decision-makers, researching available informational sources, and performing a limited amount of qualitative fieldwork, conduct an assessment of the condition of the infrastructure and quality of the services being provided within this domain by analyzing outputs. The Consultant should suggest and mutually agree with the client regarding the extent of fieldwork and site visits. Furthermore, the Consultant shall determine the extent and sources of data that would be used to deliver the sub task.

These rough determinations should be established within the context of identifying comparable peer systems and organizations, as well as in consultation with important stakeholder groups. They should focus on the efficiency and effectiveness of the entity, and can highlight areas of concern:

- The physical extent of the system (number of kilometres, number of bridges, number of terminals), the average condition of these assets, and may include aspects such as the design life of pavements or bridges, or unit costs for certain maintenance, rehabilitation, and construction activities.
- The value that the infrastructure is giving its users, such as logistics costs of supply chains using trucking links, operating cost for public transport services, and VOC for different types of vehicles. Aspects may also

include characteristics such as the reliability of access (how many days roads are closed because of flooding/avalanches), as well as the level of connectivity provided (travel time).

- Common measures of effectiveness (MOEs) are the qualities of road condition (i.e., road roughness) or vehicle operating costs.
- Road users must obtain licenses and permits for the operation of motor vehicles; what do these cost, and how much time is spent obtaining and renewing them?

Review determinations with practitioners towards agreement on priority of existing problems with the condition of the infrastructure and quality of the services being provided users. Make clear recommendations (based on diagnosis, comparable peer comparison and best practices), provide options, then listen to feedback and modify determinations accordingly.

Subtask A.4 Evaluation of Performance of Fundamental System Management Functions

Based on interviewing technical practitioners, as well as administrative and political decision-makers, and researching available informational sources, make determinations as to how the performance of system management has affected the condition of infrastructure and quality of services, as determined during the completion of Subtask A.3, focusing study on fundamental system management functions, including: asset management, planning, capital development, road safety, regulations, and safeguards (refer to Section 1 of Annex C for details).

Evaluate how effectively each sector function is being performed by implementing performing valid peer comparisons (this is elaborated with more detail in Task C). Assess differences, if any, between these determinations and the perception of local practitioners. Interview practitioners as well as system users to identify the strengths and weaknesses of each institution and how they influence the successful fulfilment of their responsibilities.

Review determinations with practitioners towards agreement on priority of existing challenges with the performance of system management functions. Make clear recommendations (based on diagnosis, comparable peer comparison and best practices), provide options, then listen to feedback and modify determinations accordingly.

Subtask A.5 Identification of Underlying Causes of Deficiencies in Performance of Fundamental System Management Functions

Based on interviewing technical practitioners, as well as administrative and political decision-makers, and researching available informational sources, for each of the performance problems identified during the completion of Subtask A.4, explore the underlining causes, including institutional, human resources, financial (refer to Section 2 of Annex C for details).

Prioritize their influence, by commenting on whether these causes are necessary or sufficient reasons for the problems.

Examine ongoing and proposed improvements. Assess how they address key underlying causes to identify problems.

Review determinations with practitioners towards agreement on priority of underlying institutional, human resources and financial causes affecting the performance of fundamental system management functions contributing to key problems in system physical condition and service quality. Make clear recommendations (based on diagnosis, comparable peer comparison and best practices), provide options, then listen to feedback and modify determinations accordingly.

Task B. Vision 2030: to prepare vision statement for Meghalaya transport sector and setting the goal to realize the vision. This shall comprise sub-sector policies, strategies, long-term financing plan, and transport-oriented growth strategies.

Interview practitioners (at technical, administrative and political levels) towards drafting a mission statement for the transport sector in supporting development/quality of life in general, highlighting basic principles and areas of priority focus to govern how to achieve the goals of this mission. The purpose of this working mission statement is to help in the subsequent determinations of this scoping exercise.

Discuss the role and priority of different subsectors and their contributions to each mission component.

Review determinations with practitioners towards agreement on the mission statement. Make clear recommendations (based on diagnosis, comparable peer comparison and best practices), provide options, then listen to feedback and modify determinations accordingly.

Task C. Analysis of comparable entities involved in related lines of business to calibrate the aforementioned institutional strengthening/reorganization recommendations.

The analysis may focus on, inter alia:

- Legal Structure
- Dependency on Government
- Assets and revenue generation
- Can it access finance from market?
- Ease of decision making
- Ability to bring in process efficiency through technology (IT Initiatives)
- Outsourcing practice of Motor Vehicle Administration Services to the private sector

Task D.1 Strengthening/reorganizing PWD and DOT regarding the (i) organizational arrangement, (ii) systems and procedures and (iii) human resources.

With respect to organizational arrangement, the Consultant should develop proposals for restructuring the responsibility matrix, addressing strengths and weaknesses of each institution and how well they presently perform their allotted functions. They should recommend revisions the institutional matrix developed in Subtask A.2, either by redistributing roles among existing entities, or adding other entities to assume existing or new management functions, and then support the execution of these changes. In addition to examining existing conditions, the consultant should anticipate the organizational needs and implications of new functions as the transport sector modernizes.

With respect to systems and procedures, the Consultant should identify and carry out specific improvements in critical business practices and leapfrog in electronic management by upgrading the methodology for how

fundamental system management functions perform, including: system planning; management information system; contract management (electronic project management system (ePMS)); asset management and maintenance; capital development; economic and safety regulation; monitoring environmental, social, health and safety (ESHS) safeguards. More details are presented regarding these functions in Annex C, Section 1. In addition to examining existing conditions, the consultant should anticipate the systems and procedures needs and implications of new functions as the transport sector modernizes.

With respect to human resources, the Consultant should provide and then execute recommendations for the specific instances in which the lack of the right number of people with the right qualifications, effective internal rules and regulations, sufficient physical and IT resources, and effective, transparent, and equitable hiring, compensation, and supervision practices, constitute an underlying cause of poor performance of management functions leading to poor condition of transport infrastructure or services. In addition to examining existing conditions, the consultant should anticipate the human resource needs and implications of new functions as the transport sector modernizes.

Subtask D.2 Assess Feasibility of Potential Activities

Present the Long List of potential activities to the Client for their review. Based on meetings with the Client and other stakeholders, as well as data obtained by analyzing secondary source documents, evaluate the feasibility of including each of the recommended activities in the work scope.

This feasibility assessment will consider the following requirements:

- The proposed activity will not duplicate either what has already been done or what is in the process of occurring, but closely coordinate with it.
- The data inputs necessary for the activity will be made available: this would include data (information on existing operations and internal regulations)
- Pertinent government authorities perceive the activity as a priority and are interested in taking ownership, being receptive to actively participating in its process, guiding its decision-making, and executing the next steps
- Ready access to and active involvement of technical, administrative and political level personnel of relevant public agencies/governmental levels. Technical level personnel must be available to spend time with Consultants to share their practical knowledge and experience. Administrative and political level personnel must be available to form part of steering committees that will be informed of and help guide project progress and conduct decision-making (which will be facilitated by the Consultant).

The feasibility assessment will also identify key risks and opportunities involved in performing the proposed activity, and will recommend ways of mitigating these risks

Subtask D.3 Assess Appropriateness and Effectiveness of Potential Activities

Assess which of those activities deemed feasible as part of Subtask D.2 would be most appropriate to include in the remaining work scope by seeking to justify its inclusion through examination of how effectively it seeks to improve the priority problems with the condition of system infrastructure or the quality of services (as organized during completion of Subtask A.3) by working to correct the most influential corresponding deficiencies in the performance of fundamental system management functions (as organized during completion of Subtask A.4) through addressing their key underlying institutional, human resource and financial causes (as organized during completion of Subtask A.5).

As part of this assessment, if determining it difficult to justify the inclusion of a given potential activity because of an unclear link to a system condition problem through the underlying causes affecting the performance of the corresponding fundamental function, explore alternative solutions towards addressing the given system condition problem.

Prioritize potential activities in terms of their relative importance to addressing the most influential causes of the most critical system condition problems.

Examine the relative feasibility and desirability of each potential activity based on multiple criteria (cost/benefit, political will needed, technical expertise needed, legal/regulatory changes involved, etc.).

Anticipate implications of implementing each potential activity. Identify key constraints and opportunities that would affect implementation and the risks associated with implementation of each potential activity.

Subtask D.4 Define Final Work Scope

Review potential activities with practitioners towards agreement of preferred solutions to be implemented. Make clear recommendations, provide options, then listen and modify action plan based on feedback.

For each activity recommended to the Client, the following information must be provided to properly inform and guide their decision: preliminary costs, specification of major risks, identification of important benefits.

Facilitate decision-making process towards establishing reasonable but challenging goals (short, medium and long-term). Function as strategic advisors, playing a key role in terms of developing consensus among client entities, convincing them generally of the need for change and specifically that the way this is being proposed is the best path forward.

Confer with the Client to make a final selection of the activities to move forward with.

Only those activities that have support of the Client and are gauged to have significant benefit or reasonable risk should be implemented.

Subtask D.5 Prepare Work Program

Organize all the activities included in the final work scope from Subtask D.4 into a work program.

This work program will be built upon a prioritized action plan to improve the performance of critical system management activities by addressing key underlying causes through implementing the preferred solutions chosen in Subtask D.4 in the short, medium and long-term answering the question of how to get there from where the Client is.

- This prioritized action plan should be realistic in the context of local capacity, constrained by available resources, and implementable in that it enjoys significant buy-in and support from governmental entities that would be responsible for carrying out its components.
- This action plan will likely involve actions involving changes in the allocation of responsibilities between agencies and within their departments, alterations to the legal structure governing the sector, modernization of internal processes and regulations, improvement of human capital through hiring and training, verification or modification of the missions of each institution, and mechanisms of coordination with then and between them.

The work program will organize action plan under strategies for Institutional Reorganization and Human Capital Development, determine the most effective timing in order for each action, as well as group actions together that are complementary/synergetic and layout logical progression for the implementation of actions in each area.

The work program will delineate the division of responsibilities between pertinent government institutions (as well as units of these institutions) and Consultant for the performance of each action.

The proposed work program will be submitted to the Client for review and comment.

Subtask D.6: Provide the support and technical inputs necessary to carry out the improvement activities (associated with organizational arrangement, systems and procedures, and human resources) that are part of the work program.

Present additional details with respect to specific sub-scopes of the organizational, systems and processes, and human resources improvement initiatives. They more precisely specify the goals, steps of the process and content of deliverables. The work performed as part of these tasks should follow the general methodology outlined in Subtasks D.1-D.5. The improvement activities carried out as part of these tasks should be identified, evaluated and included into the overall work scope and work program, and then executed as part of the action plan outlined in Subtask D.6.

Task E. Operationalization/Strengthening of the Transport Board

Overall Goal: Establish an entity to begin and then increase formalized coordination between sector infrastructure development and maintenance, carried out by the Public Works Department, and sector services provided to passengers and freight, regulated by the Department of Transport. This coordinating mechanism, which should focus on the planning stage, would allow the needs of users to better guide changes in the quality and quantity of infrastructure assets.

Specific Steps:

1. Define who would be represented on the Transport Board and how they would be chosen from their respective agencies/organizations.

The Transport Board, which would be initially made up of representatives from both PWD and Department of Transport. This entity could then be expanded to include other agencies, such as the police, and even stakeholders such as road users and the transport industry.

2. Define the statutory core functions of the Transport Board, and outline how these responsibilities could progressively expand.

Specify mandates and roles of the Transport Board (the Consultant shall assess the benefits and drawbacks of establishing the board as an “executive board or “advisory board” and make proposals).

The Transport Board is expected to be a platform for coordination of policy and planning functions of road infrastructure development and transport services regulation. An important initial function of the Transport

Board should be creation of a forum through which different sector practitioners can review and comment on work program priorities for both capital development and maintenance. Ultimately, the Board itself could be responsible for developing and approving the sector investment budget and maintenance priorities. It could also further the better definition of funding needs and spearhead the identification and mobilization of new sources funding for the sector.

3. Define the rules governing the operation of the Transport Board, specifying how this group will make its decisions, as well as creating mechanisms for public discussion and participation to ensure transparency and inclusion.

Define the needs for the establishment of a technical arm to support the decision-making of the Transport Board by providing information in a manner timely to the budgetary process by either organizing existing sources from various agencies or performing its own data collection and analysis.

Task F. Drafting Legal Instruments

Overall Goal: Establish a process that will identify and resolve present and future gaps in the legal authority granted to sector entities by the present legal framework that prevent them from collectively carrying out the functions necessary to effectively manage sector infrastructure and services. This will likely focus on the organization and reestablishment of the corporate entities and the Transport Board.

- As the sector has evolved in the past it may have outgrown the coverage of existing legal instruments.
- This process must take into account that, as the sector modernizes, there will be a corresponding expansion in the responsibilities that sector agencies must assume.

Specific Steps:

1. Define the legal instruments required at present for the Public Works Department and the Department of Transport to fully assume all of their responsibilities in planning and executing the development and maintenance of sector infrastructure, and actively regulating sector services, respectively.
2. Draft the statutes and regulations necessary to support these entities making the decisions and taking the actions necessary to fulfil these responsibilities, and outline and support the steps necessary to formalize them.
3. Specify a process for ensuring that an effective match is preserved between their responsibilities and the legal framework enabling the necessary functions into the future which is consistent with the plan to expand their responsibilities moving forward.

As part of this process determine how the legal framework will be proactively kept up-to-date in response to an annual review of responsibilities.

Define and execute the legal instruments needed to operationalize a unit within PWD to support the environmental and social safeguards published in June 2020.

Task G. Designing Human Resources Development Strategy

Overall Goal: Establish a process through which the needs for specific skills that cannot be acquired elsewhere can be identified and specialized training provided to both transport sector employees and local contractors to

address these needs. This will involve the implementation of a human resources professional development strategy, likely through establishment/ operationalization of a Centre of Excellence,

Specific Steps:

1. Define the types of skills that sector practitioners need to have that cannot be easily acquired through existing schooling/training opportunities.
This definition must encompass the specific needs of women staff to improve on the job performance and career progression and unemployed women to enhance their employability for civil works jobs, which will likely call for a skill enhancement program for women and pilots for gender informed employment opportunities.
2. Define an action plan to build up these necessary capacities.
3. Propose different mechanisms by which sector practitioners can be provided the necessary training to acquire necessary skills in the most effective and timely manner.
This could be accomplished either through contracting with local universities, outside agencies, or by bolstering in-house training facilities. It will also likely involve building the capacity and knowledge base of transport agencies and contractors through e-learning and international exposures.
Evaluate how the establishment of a Center of Excellence could support this action plan.
4. Define the roles and responsibilities of each of the entities set up to administer this mechanism, possibly including a Center of Excellence.
5. Estimate the budget necessary to establish and maintain each entity, possibly including a Center of Excellence, and identify funding sources.
6. Define the steps of the certification and recertification processes associated with the acquiring and maintenance of necessary skills.
7. Define ways in which to measure the impact of improved sector function as a result of the effective and timely acquiring of skills through each of these entities, possibly including a Center of Excellence.

Task H. Operationalization/strengthening of the Centre of Excellence

Overall Goal: Improve the capabilities and skills of the staff of transport institutions in Meghalaya.

Specific Steps:

1. Base on the recommendations of the human resources development strategy organize skill enhancement in-house training, in collaboration with the higher learning institutions in Meghalaya.
2. Organize laboratories and libraries (Consultant is required to provide advisory for setting up of CoE)
3. Conduct or cause conducting of research activities.
4. Organize seminars, workshop, and training for construction industry (All Cost of organising of seminars and workshops would be borne by the Client)

Task I. Providing Strategic Support for Construction industry

Overall Goal: Improve the ability of local firms to successfully compete for transport sector contracts by modifying the existing procurement structure and strengthening the local industry.

Specific Steps:

1. Evaluate how the existing procurement structure presents obstacles to the greater involvement of the local industry, including the size of construction contracts, evaluation criteria, performance indicators and qualifications.
2. Identify, evaluate and then support the execution of specific ways in which the contracting structure can be changed to improve this outcome, such as encouraging general contractors to use more subs that are small or women-owned.
3. Evaluate the characteristics and capacities of the local industry with respect to technical, managerial, and administrative abilities.
4. Identify, evaluate and then support the execution of specific ways to improve these abilities through training (bolstering managerial skills, for example) and the establishment of support mechanisms (such as to expand their access to credit). The Consultant is expected to propose the number and type of trainings.

Outline an action plan to prioritize and execute the above steps and then provide support in their execution.

Task J. Creating Framework for COVID-19 (similar diseases with a potential to cause epidemic)

Overall Goal: Minimize the health risk to sector practitioners and users presented by Covid-19 through developing and instituting guidelines, as well as implementing reporting measures and a sustainable updating mechanism. This will primarily involve incorporating Covid-19 standard operating procedures in the Environment, Social, Health and Safety (ESHS) clause of the contract condition.

Specific Steps:

1. Evaluate major Covid-19 (similar diseases with a potential to cause epidemic) risks associated with the performance of activities for sector practitioners, identifying the most dangerous high risk activities.
2. Draft guidelines to govern mitigation measures (including social distancing and personal protective equipment usage) to improve the way that meetings and other work tasks are performed by staff and contractors, focusing on high risk activities.

Identify the opportunity to adapt work methods to minimize direct contact, as well as other mitigation actions.

3. Evaluate major Covid-19(similar diseases with a potential to cause epidemic) risks associated with how users and providers access the transport system infrastructure and services, identifying the most dangerous high risk activities/locations.
4. Develop guidelines to govern mitigation measures (including social distancing and personal protective equipment usage) to improve the way that users and providers access the transport system (including roadside rest areas and truck stops).

5. Design a reporting structure to test and measure the spread of Covid-19 (similar diseases with a potential to cause epidemic) among sector practitioners and users.
6. Design a process to periodically assess the impacts of implemented Covid-19 (similar diseases with a potential to cause epidemic) mitigation measures on the efficiency of the effectiveness of the performance of sector activities.
7. Develop a process to measure the performance of implemented Covid-19 (similar diseases with a potential to cause epidemic) mitigation measures, examining their success and quantifying their costs.
8. Evaluate the existing transport, finance and planning functions and develop plan for development/enhancement of existing core information systems in the state through use of information and communication technology tools and assist the government in implementation of this plan. Develop a process to sustainably update guidelines, the reporting system, and monitoring mechanism.

Task K. Improving Framework to Improve VEC Involvement

Overall Goal: Increase the participation of Village Employment Councils (VECs) in the provision of transport sector infrastructure and services, as well as the quality and effectiveness of this participation.

Specific Steps:

1. Define the proper scope for the involvement of VECs, detailing activities that they can effectively deliver at present under responsible procurement and supervision.

This scope should include playing a major role in the maintenance of rural roads, as well as the building and maintaining a footpath and rope bridges.

2. Develop a process to govern upgrading VECs can be most effectively contracted, supervised, compensated and monitored by recommending specific improvements to the framework within which this work is procured, contracted, inspected and payments dispersed.

This process should propose the role of individual pilot projects in this improvement effort.

3. Present ideas for the expansion of the responsibilities of VECs, as well as a framework for managing this expansion and monitoring its success.

Task L. Updating Administrative Manuals

Overall Goal: Ensure that administrative manuals clearly and effectively outline the rules and processes needed to successfully perform critical transport sector functions at present and Will continue to do so into the future as the sector is modernized. This will involve developing administrative manuals for the functional units under each institution.

Specific Steps:

1. Identify gaps in existing manuals in the way that they cover human resource and financial management rules and procedures associated with performance of present transport sector activities and responsibilities.
 - Human resource management: recruitment, hiring, evaluation, training, performance appraisals, compensation, benefits management, performance development, career progression
 - Financial management: budgeting, expenditure disbursement, auditing documentation.

2. Propose methods to modernize and update these manuals, developing the language and content necessary to do so.
3. Propose methods to cover new activities and responsibilities that sector entities will likely have to assume in the future, developing the necessary language and content of new and expanded manuals.

Specifically address the development of the process to successfully manage the implication of reducing redundancies and increasing outsourcing and outplacement.

4. Develop a process to ensure that administrative manuals are modernized and updated in a timely manner as the sector modernizes, possibility including the creation and function of the unit having this specific responsibility.

Task M. Updating of Codes and Technical Documents

Overall Goal: Ensure that technical manuals provide clear and specific guidance for the design and construction of road infrastructure as well as the procurement involved in these activities and continue to do so as the sector modernizes.

Specific Steps:

1. Identify gaps in technical manuals governing the design of road infrastructure, traffic control, and construction management and supervision, including:
 - structural design and drainage
 - maintenance techniques
 - construction methods and codes
 - geometric standards for the design of highways and bridges
 - contracting procedures for goods and services
 - evaluation of proposals
2. Develop a process to sustainably adapt standards (which are not commonly written or updated by transport sector practitioners in Meghalaya, but instead professional societies and NGOs, such as the India Road Conference) to be most applicable and usable in this context.
3. Develop a process to assure that new technical standards are periodically identified, and recommendations are made as to how they should be applied in this context.

DURATION OF PROJECT

The duration of the project shall be 450 Days from date of commencement of the project.

DELIVERABLES, TIMELINES AND PAYMENTS

The Consultant will be documenting their findings and recommendations in three reports that will be delivered to the Client as written below:

Inception Report that summarizes the methodological approach and the Work Plan and details of Key Professionals that is proposed.

Interim Report 1 containing at the conclusion of Task A & B. This report will present the transport system domain, institutional responsibility matrix, mission statement, as well as prioritization of system problems, corresponding fundamental management system performance deficiencies, and their underlying institutional, human resource and financial causes.

Interim Report 2 is due at the conclusion of Task D.5, containing the recommended scope of activities to organized into a work program.

Interim Report 3 is due at the conclusion of Task I. Conduct at least 2-3 Capacity Building Workshops.

Draft Final Report is due at the conclusion of the Consultancy, collecting together all written products of the consultancy that were necessary to support the execution of activities of the action plan, and also including a summary of all advisory/training services provided.

Final Report to be prepared after approval of draft Final Report after incorporating all the comments and suggestion of the Authority.

the timelines for the above deliverables are as given below:

SN	Deliverable	Timeline	Payments
1	Inception Report	D + 30 days	Acceptance of this report would account for 5% of Lum Sum Contract Value
2	Interim Report 1 after Completion of Task A & B.	D + 90 Days	Acceptance of this report would account for 15% of Lum Sum Contract Value
3	Interim Report 2 after Completion of Task D	D + 210 days	Acceptance of this report would account for 20% of Lum Sum Contract Value
4	Interim Report 3 after Completion of Task I	D + 300 days	Acceptance of this report would account for 20% of Lum Sum Contract Value
5	Draft Final Report	D + 360 days	Acceptance of this report would account for 25% of Lum Sum Contract Value
6	Final Report	15 days after receiving comments on the draft Final Report or D + 450 Days whichever is earlier.	Acceptance of this report would account for 15% of Lum Sum Contract Value

Firm or Organisation Qualification and Team Qualification.

6.1 Minimum Qualification Criteria of the Firm or Organisation

SN	Eligibility Criteria	Supporting Documents to be submitted
1	<p>The bidder shall be registered Firm (A Private Limited Company / Limited Company / Limited Liability Partnership registered under the Companies Act, 1956 / 2013 / under the Partnership Act of 1932) in India or a proprietary firm or an international firm registered under equivalent law in the country of its incorporation and must operating for the last 10 years as of March 31, 2023.</p> <p>If the bidder is a JV/Consortium, then the JV/Consortium and the members of the JV / Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Consultant obligations in relation to the Project, in accordance with the RFP Terms and Conditions.</p>	Self-attested copy of Incorporation / Registration Certificate of the company
2	<p>The bidder should have an average annual turnover of INR 10 Crores in last 5 financial years (FY 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23)</p> <p>In Case of JV the turnover of Lead Member will be considered.</p>	Certificate from a registered Chartered Accountant (CA) certifying the turnover of the company as required for Para 2(a)
3	Experience in undertaking Institutional Strengthening, Effectiveness and Capacity building: The bidder must have completed / ongoing at least 3 projects for providing Advisory/ Consultancy services in similar consulting assignments.	Copy of the work order or completion certificate to be given by the client with details of consultancy project cost (preferably State Governments/ Government of India, or State/Central Government Undertakings, Government-owned enterprises, or institutions etc.
4	Details of proposed key experts with their qualification and experience.	CV's/Resumes of proposed key staff should be attached for evaluation w.r.t Section 7, 6.2 Qualifications of Team Members
5	<p>Experience in past projects showcasing the following works:</p> <ul style="list-style-type: none"> • Institutional development & Strengthening • Capacity building and Training including but not limited to conducting workshops and seminars. • Project or Programme management in road or highway sector. • Environmental and Social safeguard • Drafting human resources strategies • Transport Planning • Financial management • Road safety assessment 	Copy of the work order, completion certificate to be given by the client with details of consultancy project cost. (Preferably State Governments/Government of India, or State/Central Government Undertakings, Government-owned enterprises, or institutions etc.) with details of consultancy project cost.

SN	Eligibility Criteria	Supporting Documents to be submitted
	Establishment of Centre of Excellence or Knowledge Centre for Client of will be an added advantage.	
6	The bidder should not have been blacklisted by any State / Central Government / PSUs in India as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason.	Self-certificate to be given on the company's letter head by its authorized signatory. The Consultant has to furnish legally binding affidavit self-declaration

The Consultancy will be performed by an established consulting firm with broad experience in the field of in design, development and management of surface transport infrastructure and services. Because of the wide range of technical capacity required for the assignment, it is expected that firm may need to supplement their inhouse staff with outside short-term consultants. The firm itself must have demonstrable experience carrying out assignments in the following fields:

- Transport sector institutional development
- Transport planning
- Highway engineering (design, construction supervision)
- Highway construction management (cost, scheduling, supervision)
- Highway maintenance management (include full life-cycle development of MMS)
- Highway traffic operations engineering
- Road safety programs

6.2 Qualifications of Team Members

Proposed team members international-standard experience and should be familiar with Indian laws and engineering practices.

SN	Position	Educational Qualification	Years of Experience	Professional Experience
K1	Transport Institutional Development Expert (Team Leader)	MBA/PG/M-tech /Masters in similar domain	Minimum 15 Years of Experience	i) the operation and management of public agencies responsible for highway transport infrastructure and services; ii) Development and implementation of programs of institutional restructuring and strengthening, iii) knowledge of transport planning as practiced in India.
K2	Project/Construction Management Expert (Deputy Team Leader)	MBA/PG/ M-Tech in Project management / Construction Management / Infrastructure Management.	Minimum 12 Years of Experience	Experience in project management or construction management in Roads, Highways or transport sector in construction planning/scheduling, contracts administration.
K3	Human Resource Development Expert	MBA/PGDM/PG in Human Resource	Minimum 15 Years of Experience	i) Experience in designing and implementation of HR programs in India covering both private sector and civil service ii) Experience in development and administration of employee professional development and training programs.
K4	Transport Planning Expert	PG/PGD/M-Tech in Transportation Engineering or Transport Planning	Minimum 12 Years of Experience	Experience in the development or planning of statewide transport infrastructure, transport asset management, including use of travel demand modeling.
K5	Transport Operations Expert	PG/PGD/M-Tech in Transportation Engineering or Transport Planning	Minimum 12 Years of Experience	Experience in managing, Transport Operations, preparation or reviewing transportation policies and standards. Should have experience in reviewing transport related licensing. Should have experience in managing,
K6	Senior Highway Engineer	M-tech civil or structural engineering	Minimum 10 Years of Experience	Experience that covers highway design and construction, construction management, and highway maintenance, and traffic safety.

SN	Position	Educational Qualification	Years of Experience	Professional Experience
K7	Road Safety Expert	M.E. / M-tech in Traffic / transportation Engineering / Highway /Civil Engineering	Minimum 10 Years of Experience	i) Experience in strengthening road safety management capacity, developing road safety action plans for implementing agencies, developing road safety tools, policies and guidelines, identification, and treatment of blackspot areas. ii) Experience in Road safety monitoring and evaluation and analyzing of accident data
K8	Contract Management Expert / Legal Expert	Graduate qualifications in Law. Degree/Diploma in Dispute Resolution will be added advantage	Minimum 10 Years of Experience	i) Experience of working as Legal Expert or similar position in at least 3-5 construction/ development of infrastructure projects. ii) He/she should also have experience of handling cases of Arbitration/Dispute Resolution/DAB
K9	Environmental and Social Safeguards Expert	A master's degree in social sciences / environmental management / social development.	Minimum 10 Years of Experience	i) Experience in social and environmental safeguard due diligence and monitoring; ii) Experienced in the use of established safeguards standards such as the IFC Performance Standards; iii) Through knowledge of Indian law and practices for implementation of social and environmental safeguards for development projects.

6.3 Proposed Staff Months

A total input of key personnel of 75 staff-months of key professionals is envisaged as detailed in the following table. However, the bidder may propose input of key professionals as may deemed fit to the bidder, however total staff-month shall not exceed 75 Staff Months.

SN	Position	Indicative Staff Months
K1	Transport Institutional Development Expert (Team Leader)	12.0
K2	Project/Construction Management Expert (Deputy Team Leader)	12.0
K3	Human Resource Development Expert	9.0
K4	Transport Planning Expert	9.0

SN	Position	Indicative Staff Months
K5	Transport Operations Expert	9.0
K6	Senior Highway Engineer	6.0
K7	Road Safety Expert	6.0
K8	Legal Expert	6.0
K9	Environmental and Social Safeguards Expert	6.0
	Total	75

PROJECT ORGANISATION

The Consultant will be contacted by and report directly to PWD/MIDFC as Client. PWD/MIDFC will organize a panel representing transport sector stakeholders, most likely to newly formed Transport Board and Council.

EVALUATION CRITERIA

The technical proposal will be evaluated as per the criteria and parameters mentioned in the table below:

SN	Description	Maximum Marks	Remarks
1	Consultants Experience	15	
1.1	Experience in undertaking Institutional Strengthening, Effectiveness and Capacity building: The bidder must have completed at least 2 projects for providing Advisory / Consultancy services in similar consulting assignments.	4	1 Marks for each project
1.2	At least 2 Projects Showcasing the following experience		
1.2.1	Project or Programme management in road or highway sector.	1.5	0.5 Marks for each Project
1.2.2	Environmental and Social safeguard	1.5	0.5 Marks for each Project
1.2.3	Drafting human resources strategies	1.5	0.5 Marks for each Project
1.2.4	Transport Planning / Operations	1.5	0.5 Marks for each Project
1.2.5	Financial management	1.5	0.5 Marks for each Project
1.2.6	Road safety assessment	1.5	0.5 Marks for each Project

SN	Description	Maximum Marks	Remarks
1.2.7	Assisting Client in Setting Up of Transport Board or Centre of Excellence or Knowledge Management Centre	2	1 Marks for each Project
2	Experience of Team Members	45	
2.1	Transport Institutional Development Expert (Team Leader)	8	<ol style="list-style-type: none"> 1. Qualification: 15% 2. Overall Professional Experience: 15% 3. Experience in Similar projects/assignments: 60% 4. Experience in Externally Aided projects: 10%
2.2	Project/Construction Management Expert (Deputy Team Leader)	5	
2.3	Human Resource Development Expert	6	
2.4	Transport Planning Expert	5	
2.5	Transport Operations Expert	5	
2.6	Senior Highway Engineer	4	
2.7	Road Safety Expert	4	
2.8	Legal Expert	4	
2.9	Environmental and Social Safeguards Expert	4	
3	Approach & Methodology	15	
3.1	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	10	
3.2	Work Schedule and Planning for Deliverables	5	
3	Technical Presentation	25	Team Leader and DTL is expected to present the technical presentation as they will be the key members to deliver the project.
Total		100	

PART II

Section 8: Conditions of Contract and Contract Forms

Foreword

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract).
2. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above US\$300,000 equivalent or more unless otherwise approved by the Bank.

CONTRACT FOR CONSULTANT'S SERVICES

Project Name _____

[Loan/Credit/Grant] No. _____

Assignment Title: _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

Form of Contract

(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

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 **[Note to Client: to be included for supervision of civil works contracts]**. 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]

General Conditions of Contract

A. General Provisions

1. Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) “Applicable Regulations” means Procurement Regulations for IPF Borrowers of date specified in **Special Conditions of Contract (SCC)**.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (l) “GCC” means these General Conditions of Contract.

- (m) "Government" means the government of the Client's country.
- (n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) "Local Currency" means the currency of the Client's country.
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (s) "Procurement Regulations" means the World Bank's Procurement Regulations for IPF Borrowers,
- (t) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (u) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (v) "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.
- (w) "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 WBG'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, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. Commencement, Completion, Modification and Termination of Contract

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

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

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

b. No Breach of Contract

17.4. The failure of a Party to 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 44 & 45.

18. Suspension

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

19. Termination

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

a. By the Client

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

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

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

b. By the Consultant

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

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

c. Cessation of Rights

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract

**and
Obligations**

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

C. Obligations of the Consultant

**20. General
a. Standard of
Performance**

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

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

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

b. Law Applicable to Services

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

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

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

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

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

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable 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 provided by the Applicable Law.

24. Insurance to be taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for

the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

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

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

26. Reporting Obligations

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

27. Proprietary Rights of the Client in Reports and Records

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

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to

require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

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

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

D. Consultant's Experts and Sub-Consultants

29. Description of Key Experts

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

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

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

30. Replacement of Key Experts

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

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

31 Removal of Experts or Sub-consultants

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

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

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

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts

E. Obligations of the Client

32 Assistance and Exemptions

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

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

33 Access to Project Site

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

34 Change in the Applicable Law Related to Taxes and Duties

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

35 Services, Facilities and Property of the Client

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

36 Counterpart Personnel

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

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

37 Payment Obligation

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

F. Payments to the Consultant

38 Contract Price

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

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

39 Taxes and Duties

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

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract

negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

40 Currency of Payment

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

41 Mode of Billing and Payment

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

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

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

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

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

the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

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

42 Interest on Delayed Payments

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

G. Fairness and Good Faith

43. Good Faith

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

H. Settlement of Disputes

44. Amicable Settlement

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

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45 Dispute Resolution

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

II. General Conditions

Attachment 1

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, 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 inspect ³ 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.

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of India
1.1 (b)	The date of the “Applicable Regulations” is: July 2016, revised November 2017, revised in August 2018
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Client : Meghalaya Infrastructure Development and Finance Corporation (MIDFC) Attention: Shri B.M. Syiem, Deputy Project Director. E-mail (where permitted): midfcmtp@gmail.com</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i> <i>OR</i> <i>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: For the Client: Shri B.M. SyiemFor the Consultant: <i>[name, title]</i>_____</p>
11.1	<p>The effectiveness conditions are the following: Signing of Contract by both the parties</p>

12.1	Termination of Contract for Failure to Become Effective: The time period shall be 1 month from the date of signing of contract.
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 10 (Ten) days from the date of signing of the contract.</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 at the time of signing of the contract.</p>
14.1	Expiration of Contract: The time period shall be 1(one) year and 3 Months.
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: Yes</p>

23.1	<p>No additional provisions.</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> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds ONE times the total value of the Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (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;
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	(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “applicable law in India”.
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of INR _____[of total value 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 Motor Vehicles Act 1988, India;</p> <p>(c) Third Party liability insurance, with a minimum coverage of Rs. 5(Five) Lakh only <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 of Rs.5(Five) Lakh only ; 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 of Rs. 5(Five) Lakh only.</p>
27.1	<i>Not Applicable</i>
38.1	<p>The Contract price in local currency (Indian Rupees) is: _____inclusive of local indirect/direct taxes but exclusive of GST as applicable</p> <p><i>GST shall be paid by the Client to the consultant as per the applicable rate over and above the value of the contract price.</i></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>

41.2	<p>Consultant shall submit the invoices as per deliverables in Section 7 of Term of Reference (TOR)</p> <p>The payment schedule:</p> <p><i>[Payment of instalments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1st payment: <i>[insert the amount of the instalments, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]</i></p> <p>2nd payment: _____</p> <p>.....:_____</p> <p>Final payment: _____</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</i></p>
41.2.1	Not Applicable
41.2.4	The accounts are in INR
42.1	The interest rate is: Bank Rate + 2% if payment is delayed beyond 60 days after the due date stated in clause GCC 45.1

<p>45.1</p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) 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, 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 upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Executive Committee of Indian Roads Congress, New Delhi. For the purposes of this Sub-Clause, the term “Domestic (Indian) Consultant” means a consultant who is registered in India and is a juridic person created under Indian law as well as a joint venture between such a consultant and a Foreign Consultant.</p> <p>(b) deleted</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, Executive Committee of Indian Roads Congress, New Delhi shall appoint the Arbitrator. A certified copy of the order of the Executive Committee of Indian Roads Congress, New Delhi, 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 a recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>
	<p>4. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p>

	<ul style="list-style-type: none"><li data-bbox="462 208 1524 321">(a) proceedings shall, be held at Shillong, Meghalaya, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English<li data-bbox="462 353 1524 623">(b) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself. Fees and expenses paid to the Presiding Arbitrator shall be borne equally by both the parties.<li data-bbox="462 655 1524 821">(c) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Executive Committee of Indian Roads Congress, New Delhi.<li data-bbox="462 853 1524 1049">(d) The Arbitrator should give final award as per the time limit prescribed in the Arbitration and Conciliation Act, 1996, amended till date (ACT) 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.
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Appendices

Appendix A – Terms of Reference

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

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

Appendix B - Key Experts

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

Appendix C – Breakdown of Contract Price

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

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or

inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

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

(Expressed in [insert name of currency])*

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

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: