

# **SELECTION OF CONSULTANTS**

## **REQUEST FOR PROPOSALS**

**RFP No.: *PLR.47/2023/232***

**Selection of Consulting Services for:  
*DESIGN AND SUPERVISION OF CIVIL INFRASTRUCTURE  
DEVELOPMENT UNDER THE PROJECT “SUPPORTING  
HUMAN CAPITAL DEVELOPMENT IN MEGHALAYA –  
PHASE 2***

**Client: *Planning, Investment Promotion & Sustainable  
Development Department, Government of Meghalaya***

**Country: India  
Project: *SUPPORTING HUMAN CAPITAL DEVELOPMENT IN  
MEGHALAYA – PHASE 2***

**Issued on:  
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## Section 1. Instructions to Consultants (ITC) including Data Sheet (DS)

*[“Notes to the Client”: this Section 1 - ITC shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted 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 Guidelines” means the guidelines or policies of the Asian Development Bank governing the selection and Contract award process as 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 Asian Development Bank.
- (e) “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Bank.
- (f) “Client” means the [implementing or executing 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 of the Form of Contract.
- (i) “Data Sheet” means an integral part of the Instructions to Consultants in Section 2 used to reflect the specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.
- (k) “Experts” means, collectively, Key Experts, Non-Key

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Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture member(s) listed in the **Data Sheet**.

- (l) "Government" means the government of the Client's country.
- (m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose curriculum vitae (CV) is taken into account in the technical evaluation of the Consultant's proposal.
- (o) The "Instructions to Consultants (ITC)" (this Section 1 of the RFP) provides the shortlisted consultants with all the information needed to prepare their Proposals.
- (p) "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 although the Client retains the prerogative to approve or reject the CV of the Non-Key Expert based on the proposed approach and methodology.
- (q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) The "Request for Proposals (RFP)" is prepared by the Client for the selection of Consultants, based on the SRFP.
- (s) The "Standard Request for Proposals (SRFP)" must be used by the Client as the basis for the preparation of the RFP.
- (t) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (u) "Sub-Consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (v) The "Terms of Reference (TOR)" (Section 7 of the RFP) explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.



## 2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in in the **Data Sheet**.

2.2 Interested consultants are 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 In a timely manner and at no cost to the Consultants, the Client will provide 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.

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

### Conflicting activities

3.3.1 **Conflict between consulting activities and procurement of goods, works, or nonconsulting services.** A firm that has been engaged by the Client to provide goods, works, or nonconsulting 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 nonconsulting 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 nonconsulting services resulting from or directly related to the consulting services for such preparation or implementation.

### Conflicting

3.3.2 **Conflict among consulting assignments.** A Consultant (including its Experts and Sub-Consultants) or any of its

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- assignments** 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.
- Conflicting relationships** 3.3.3 **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 the Client or the Recipient or Beneficiary] or of the [implementing/executing 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 TOR 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.
- 3.3.4 Any other types of conflicting relationships as indicated in the **Data Sheet**.
- 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 participants together with this RFP all information that would in that respect give such a Consultant any unfair competitive advantage over competing Consultants.
- 5. Corrupt and Fraudulent Practices** 5.1 The Bank requires compliance with its Anticorruption Policy as set forth in Section 6.
- 5.2 In further pursuance of this policy, the Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit the Bank or its representatives to inspect their site, assets, accounts, records and other documents relating to the submission of the Proposal and execution of the contract, and to have the accounts and records audited by auditors appointed by the Bank.
- 6. Eligibility** 6.1 The Bank permits consultants (individuals and firms, including JVs and their individual members) from the eligible countries as stated in Section 5 (Eligible Countries) to offer consulting services for Bank-financed projects. In the case of a JV,
- (a) all partners shall be jointly and severally liable; and  
(b) the JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract
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execution.

6.2 The Consultant, and all parties constituting the Consultant, should be nationals of an eligible country, in accordance with Section 5 (Eligible Countries). A Consultant shall be deemed to have the nationality of a country if the Consultant is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.

6.2.1 International Experts employed or engaged by an eligible consulting firm will be considered eligible regardless of their nationality.

6.2.2 National Experts proposed by the firm must meet eligibility requirements as defined in **Data Sheet 1(k)**.

6.3 As an exception to Clauses 6.1 and 6.2 above:

### Sanctions

6.3.1 A firm or an individual temporarily suspended or debarred (including cross debarred) by the Bank in accordance with the above Clause 5.1 or in accordance with the Applicable Guidelines shall be ineligible to participate in or to be awarded a Bank-financed, - administered, or -supported contract, or to benefit from a Bank-financed, -administered, or -supported contract, financially or otherwise, during such period of time as the Bank shall determine. A bid from a temporarily suspended or debarred firm or individual will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation. ADB's Complete Anticorruption Sanctions List is contained in the **Data Sheet**.

### 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/Beneficiary'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 respect of goods or services originating in that country, or the Borrower's Country prohibits payments to particular persons or entities or for particular goods

or services by such an act of compliance.

**Restrictions for Government-owned Enterprises**

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.

**Restrictions for public employees**

6.3.4 Government officials and civil servants may only be hired under consulting contracts, as members of a team of a consulting firm, if they (i) are on leave of absence without pay; (ii) are not being hired by the agency they were working for immediately before going on leave<sup>1</sup>; and (iii) their employment would not create a conflict of interest).

## **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

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<sup>1</sup> Staff should have been separated from the agency for at least one year

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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 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 JV) shall submit only one Proposal, either in its own name or as part of a JV in another Proposal. If a Consultant, including any JV member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-Consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify.

**12. Proposal  
Validity**

- 12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without the Key Expert's confirmation, the Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 6 of this ITC.

**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.

- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case the Proposal will be considered withdrawn.
- 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 provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In this case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.
- 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, the Proposal will be rejected with the Bank's prior no objection.
- Sub-Contracting**
- 12.9 The Consultant shall not subcontract the whole of the Services.
- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source). 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 change the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted consultants and will be binding on them. The shortlisted consultants shall acknowledge receipt of all amendments in writing.
- 13.1.2 If the amendment is substantial, the Client shall extend the proposal submission deadline to give the shortlisted consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of**
- 14.1 While preparing the Proposal, the Consultant must give

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- Proposals – Specific Considerations**
- 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 JV or as Sub-Consultants, it may do so with either (a) non-shortlisted consultants(s), or (b) shortlisted consultants if permitted in the **Data Sheet**. When associating with non-shortlisted firms in the form of a JV or a sub-consultancy, the shortlisted consultant shall be a lead member. If shortlisted consultants associate with each other, any of them can be the lead member.
- 14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-months) and the Client's estimated total cost of the assignment. 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 Deleted.
- 15. Technical Proposal Format and Content**
- 15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared 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) other expenses, (c) provisional sums when applicable and (d) contingency indicated in the **Data Sheet**.
- 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**.
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<b>Taxes</b>	16.3 The Consultant and its Sub-Consultants and Experts are responsible for meeting all tax obligations arising out of the Contract in accordance with the instructions in the <b>Data Sheet</b> .
<b>Currency of Proposal</b>	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.
<b>Currency of Payment</b>	16.5 Payment under the Contract shall be made in the currency or currencies stated in the Proposal.

### **C. Submission, Opening and Evaluation**

<b>17. Submission, Sealing, and Marking of Proposals</b>	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the <b>Data Sheet</b>, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p style="padding-left: 40px;">17.2.1 A Proposal submitted by a JV 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.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies required is indicated in the <b>Data Sheet</b>. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. If there are discrepancies in the delivery time of the original or copies, the time of delivery of</p>
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the original shall prevail.

- 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked **“TECHNICAL PROPOSAL,”** *“Selection of Agency for Design and Supervision of Civil Infrastructure Development Under the Project “Supporting Human Capital Development in Meghalaya – Phase 2,”* reference number, name and address of the Consultant, and with a warning **“DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”**
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”**
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked **“DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”**.
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## **18. Earnest Money Deposit (EMD)**

- 18.1 The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) amount of Rs. 5,00,000/- (Rupees Five Lakh only) to be submitted in the form of a Demand Draft/Pay Order issued by one of the Nationalized /Scheduled Commercial Banks in India in favour of the “Under Secretary to the Govt. of Meghalaya, Planning Department, State Bank of India, Shillong Main Branch” payable at Shillong only. The EMD

shall be refundable to unsuccessful bidder not later than 180 (one hundred and eighty) days from the Bid Due Date. Except in case of the second ranked bidder. EMD of the second ranked bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's EMD shall be returned upon submission of Performance Security.

- a) Any Bid not accompanied by the EMD shall be summarily rejected as non-responsive.
- b) The EMD of unsuccessful Bidders will be returned promptly without any interest.
- c) The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the GOM under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:
- d) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the GOM;
- e) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- f) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- g) In the case of the Selected Bidder, if the Bidder fails within the specified time limit to:
  - i. Sign and return the duplicate copy of LOA;
  - ii. Furnish the required Performance Security within the period prescribed there;
  - iii. Sign the Agreement.

18.2 Any other conditions, with respect to the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP

## 19. Confidentiality

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be

disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

19.2 Any attempt by shortlisted consultants or anyone on behalf of the Consultant to improperly influence 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 the Bank's prevailing sanctions procedures.

19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

## 20. Opening of Technical Proposals

20.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.

20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a JV, the name of the JV, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to the proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

## 21. Proposals Evaluation

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

21.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation in accordance with the process specified in the **Data Sheet** and solely on the basis of the submitted Technical and Financial Proposals.

- 21.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant's Technical or Financial Proposal. In exceptional cases and with prior approval of the Bank, the Client may request clarifications relating to minor clarifications or corrections of obvious errors or inconsistencies. This request shall be made in writing and copied to the Bank.
- 21.4 Any request for clarification must be sent and responded to in writing and should be date-stamped.
- 22. Evaluation of Technical Proposals**
- 22.1 The Client's evaluation committee shall assess the Technical Proposals on the basis of their responsiveness to the TOR and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the RFP. Each responsive Proposal will be given a technical score. A Proposal shall be rejected if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 23. Financial Proposals for Quality-Based Selection**
- 23.1 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.
- 23.2 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.
- 24. Public Opening of Financial Proposals for Quality- and Cost-Based Selection (QCBS), Fixed Budget Selection (FBS), and Least-Cost Selection (LCS) methods**
- 24.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing the Consultants that have achieved the minimum overall technical score and inform them of the date, time and location of the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's discretion.
- 24.2 The Financial Proposals shall be opened by the Client's

evaluation committee in the presence of the representatives of the Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall then be opened, and the total prices read aloud and recorded. Copies of the Record of Opening of Financial Proposals shall be sent to all Consultants who submitted Proposals.

## 25. Correction of Errors

25.1 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 correction is made to the Financial Proposal.

25.2 In accordance with 16.1 above, the Consultant is required to submit a detailed price proposal<sup>2</sup>. The Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. If there is a discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of a unit price with the quantity and the total price, or (iii) between words and figures, the former will prevail. In case there is a 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 quantity 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.

## 26. Taxes

26.1 Except as set out in the **Data Sheet**, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation.

## 27. Conversion to Single Currency

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

## 28. Combined Quality and Cost

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<sup>2</sup> If only a fixed-price proposal is required by the Client (i.e. without any breakdown of costs), the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.

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**Evaluation****Quality- and Cost-  
Based Selection  
(QCBS)**

28.1 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 that will achieve the highest combined technical and financial score will be invited for negotiations.

**Fixed-Budget  
Selection (FBS)**

28.2 Not Applicable.

28.3 Not Applicable.

**Least-Cost Selection  
(LCS)**

28.4 Not Applicable.

## **D. Negotiations and Award**

### **29. Negotiations**

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

29.2 The Client shall prepare the minutes of negotiations, which will be signed by the Client and the Consultant's authorized representative.

### **Availability of Key Experts**

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

29.4 Notwithstanding this, the substitution of Key Experts at the negotiations may be considered if it is 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 this case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract. The substitute shall have equivalent or better qualifications and experience than the original Key Expert.

### **Technical negotiations**

29.5 The negotiations include discussions of the TOR, 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.

### **Financial negotiations**

29.6 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.

29.7 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, subject always to adjustment pursuant to 24.2 above, shall not be negotiated.

### **30. Conclusion of Negotiations**

30.1 The negotiations are concluded with a review of the finalized draft Contract, which shall then be initialed by the Client and the Consultant's authorized representative.

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- 30.2 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 the disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so in writing. 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.
- 31. Award of Contract**
- 31.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted consultants.
- 31.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
- 32. Procurement-Related Complaint**
- 32.1 The procedures for making a procurement-related complaint are as specified in the **Data Sheet**.



## E. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1 (b)</b>	<p><b><u>Applicable Guidelines</u></b> Central / State Government Procurement Guidelines</p>
<b>1 (c)</b>	<p><b><u>Country of Applicable Law</u></b> <i>India</i></p>
<b>2.1</b>	<p><b>Name of the Client:</b> Planning, Investment Promotion and Sustainable Development Department, Government of Meghalaya.</p> <p><b>Method of selection:</b> <u>Quality and Cost Based Selection (QCBS) in accordance with 1 b.</u></p>
<b>2.2</b>	<p><b><u>Submission of Proposals</u></b></p> <p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes</p> <p><b>The name of the assignment is:</b> <i>Selection of Agency for Design and Supervision of Civil Infrastructure Development Under the Project “Supporting Human Capital Development in Meghalaya – Phase 2, [Reference No.:PLR.47/2023/232 dated 26-June-2023]</i></p>

2.3	<p><b>Pre-proposal Conference</b></p> <p><b>A pre-proposal conference will be held:</b> Yes</p> <p>Date of pre-proposal conference: 07-July-2023  Time: 14:30 hours IST  Address: Meghalaya Secretariat (Main Building) (Room No. to be specified later via email)  Telephone: 0364 – 2210358 / 2212333  E-mail: pmu.shcd2@gmail.com  Contact person or conference coordinator: Mr. K. Hynniewta, Joint Secretary, Planning, Investment Promotion &amp; Sustainable Development Department, Government of Meghalaya</p>
2.4	<p><b><u>Information for Proposal Preparation</u></b></p> <p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p><i>[Please refer to Section 6, TOR]</i></p>
3.3.4	<p><b><u>Conflicting Relationships</u></b></p> <p><i>Not Applicable</i></p>
4.1	<p><b><u>Unfair competitive advantage</u></b></p> <p>None</p>
6.2.2	<p><b><u>Eligibility of Experts</u></b></p> <p>As indicated in the Terms of Reference</p>

6.3.1	<p><b><u>ADB's Sanctions List</u></b></p> <p>A published list of debarred firms and individuals is available at the Bank's external website <a href="https://www.adb.org/site/Integrity/sanctions">https://www.adb.org/site/Integrity/sanctions</a></p>
<p><b>B. Preparation of Proposals</b></p>	
9.1	<p><b><u>Language</u></b></p> <p>This RFP has been issued in the English language Proposals shall be submitted in the English language All correspondence shall be in the English language</p>
10.1	<p><b><u>Documents Comprising the Proposal</u></b></p> <p>The Proposal shall comprise the following:</p> <p><b>1st Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) Proof of Legal Status and Eligibility</li> <li>(3) TECH-1</li> <li>(4) TECH-2</li> <li>(5) TECH-3</li> <li>(6) TECH-4</li> <li>(7) TECH-5</li> <li>(8) TECH-6</li> </ol> <p>AND</p> <p><b>2nd Inner Envelope with the Financial Proposal (if applicable):</b></p> <ol style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> </ol> <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and shall be supported by the following or its equivalent as deemed acceptable by the Bank:</p> <ul style="list-style-type: none"> <li>• Certificate of incorporation in an ADB member country</li> <li>• Partnerships duly organized in an ADB member country</li> <li>• Universities, institutions, public sector organizations, and nongovernment</li> </ul>

	<p>organizations that are not legally incorporated shall provide other documentation that establishes their legal capacity to enter into binding and enforceable contracts with the Client (such as charter, statute, etc.).</p> <p><i>[Please refer to CHECKLIST OF REQUIRED FORMS in Section 2.]</i></p>
<b>12.1</b>	<p><b><u>Proposal Validity</u></b></p> <p>Proposals must remain valid for 180 calendar days after the proposal submission deadline (i.e., until: <i>18-January-2024</i>).</p>
<b>13.1</b>	<p><b><u>Clarification of Request for Proposal</u></b></p> <p><b>Clarifications may be requested no later than 12 days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is: Joint Secretary, Planning, Investment Promotion &amp; Sustainable Development Department, Government of Meghalaya, Room No. 215, Meghalaya Secretariat (Main Building), MG Road, Shillong, East Khasi Hills, Meghalaya -793001, India</p> <p>E-mail: <a href="mailto:pmu.shcd2@gmail.com">pmu.shcd2@gmail.com</a></p>
<b>14.1.1</b>	<i>Not Applicable</i>
<b>14.1.2</b>	<p><b><u>Preparation of Proposals – Specific Considerations</u></b></p> <p><b>Estimated input of international Key Experts’ time-input: Not Applicable.</b></p> <p><b>Estimated input of national Key Experts’ time-input: Not Applicable</b></p> <p><b><i>Estimated total cost of the assignment: Not Applicable</i></b></p>

14.1.3	<p><b><u>Preparation of Proposals – Specific Considerations (Minimum Time Input for Time Based Contracts)</u></b></p> <p>Minimum time-input of Key Experts' is: 246 person-months.</p> <p>Increase in number of Man-months if required under the assignment will be adjusted with corresponding Contract Variation as per the Financial Proposal.</p>
14.1.4 and 27.2	<p><b><u>Not Applicable</u></b></p>
15.2	<p><b><u>Format of Technical Proposal</u></b></p> <p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Please refer to the Checklist of Required Forms in Section 3</p> <p>Submission of the Technical Proposal in incorrect format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.2	<p><b><u>Price Adjustment</u></b></p> <p>A price adjustment provision applies to remuneration rates: No</p>
16.3 and 25	<p><b><u>Taxes - Negotiation</u></b></p> <p>At contract negotiations, the above-described local taxes will be discussed and agreed (using the itemized list as guidance) and added to the contract amount in separate lines, as needed, also indicating which taxes shall be paid by the Consultant and which are withheld and paid by the Client on behalf of the Consultant.</p>

16.4	<p><b><u>Currency of Proposal</u></b></p> <p>The Financial Proposal shall be stated in the following currencies:  Consultant must state local costs in the Client’s country currency (in INR): <b>Yes</b></p> <p><b>Note to Consultant on Local Expenses:</b>  If Client indicated “Yes,” then local expenses indicated by the Consultant and noted by the Client in the Financial Proposal will be paid in the local currency.</p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
17.1	<p><b><u>Electronic Submission of Proposals</u></b></p> <p>The Consultants <i>shall</i> have the option of submitting their Proposal electronically.</p> <p><i>The electronic submission procedures shall be: the scanned copy of Technical Proposal can be sent on email to <a href="mailto:pmu.shcd2@gmail.com">pmu.shcd2@gmail.com</a> before bid due date.</i></p> <p><i>Financial Proposal shall be submitted only in hard copy.</i></p>
17.4	<p><b>Submission of Proposals</b></p> <p>The Consultant must submit:</p> <p>(a) Technical Proposal:</p> <ul style="list-style-type: none"> <li>i. one (1) original; and</li> <li>ii. one (1) softcopy in PDF format to Client at <a href="mailto:pmu.shcd2@gmail.com">pmu.shcd2@gmail.com</a> and include the following information on the subject line of the email: Client, Country, Project, name of consultant). The FINANCIAL PROPOSAL SHALL NOT BE INCLUDED in the soft copy</li> </ul> <p>(b) Financial Proposal: one (1) original to the Client.</p> <p>Procedures as described in 17.1 will apply for electronic submissions.</p>

17.7 and 17.9	<p><b><u>Deadline for the Submission of Proposals</u></b></p> <p>The Proposals must be received at the address below no later than: Date: 18-July-2020</p> <p>Time: 17:00 hours IST</p> <p>The Proposal submission address is: Joint Secretary, Planning, Investment Promotion &amp; Sustainable Development Department, Government of Meghalaya, Room No. 215, Meghalaya Secretariat (Main Building), MG Road, Shillong, East Khasi Hills, Meghalaya – 793001, India</p>
20.1	<p><b><u>Opening of Technical Proposals</u></b></p> <p>The opening shall take place at: Room No. 215, Meghalaya Secretariat (Main Building), MG Road, Shillong, East Khasi Hills, Meghalaya -793001, India</p> <p>Consultants may also attend online for which the link will be published on the Department's Website <a href="http://www.megplanning.gov.in">www.megplanning.gov.in</a></p> <p>Date: 18-July-2023 same as the submission deadline indicated in 17.7. Time: 17:00 hours IST</p>
21.2	<p><b><u>Proposals Evaluation</u></b></p> <p>Evaluation of technical proposals shall be in accordance with the process specified in 22.1</p>
21.2	<p><b><u>Financial Proposal Evaluation</u></b></p> <p>The Client will follow the Guidance Note for Financial Evaluation. ADB. 2021. Guidance Note on Financial Proposal Evaluation (Loans/Grants), Manila. <a href="https://www.adb.org/documents/guidance-note-financial-proposal-evaluation-loans-grants">https://www.adb.org/documents/guidance-note-financial-proposal-evaluation-loans-grants</a></p>

22.1	<p><b><u>Evaluation Criteria</u></b></p> <p>The evaluation criteria, sub-criteria, and point system are attached to the <b>Data Sheet</b>.</p> <p>The minimum technical score (St) required to pass is:70 (maximum 100 points)</p>
24.1	<p><b><u>Public Opening of Financial Proposals</u></b></p> <p>An online option of the opening of the Financial Proposals is offered: Yes</p> <p><i>The online opening procedure shall be:</i></p> <ul style="list-style-type: none"> <li>• The date and time of Financial Proposal opening shall be communicated to the shortlisted bidders at least 1 day before the financial bid opening date.</li> </ul>
27.1	<p><b><u>Conversion into Single Currency</u></b></p> <p>The single currency for the conversion of all prices expressed in various currencies into a single one is: INR</p> <p>The official source of the selling (exchange) rate is: IMF</p> <p>The date of the exchange rate is: 4 weeks prior to the deadline for submission</p>



28.1	<p><b><u>QCBS Only</u></b></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 follows:</p> <p><math>Sf = 100 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest ETP Evaluated Total Price (ETP), which is equal to the Adjusted Total Price (ATP) less the Non-competitive Component, i.e., provisional sums and contingency; and “F” is the ETP of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:  T =70% , and  P =30%</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: <math>S = St \times T\% + Sf \times P\%</math>.</p>
<p><b>D. Negotiations and Award</b></p>	
29.1	<p><b><u>Negotiations</u></b></p> <p>Expected date and address for contract negotiations:</p> <p>Date: August, 2023</p> <p>Address: Room 215, Meghalaya Secretariat (Main Building), MG Road, Shillong, East Khasi Hills, Meghalaya -793001, India</p>
31.1	<p><b><u>Contract Award Notice</u></b></p> <p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:  <a href="https://megplanning.gov.in/">https://megplanning.gov.in/</a></p> <p>The publication will occur within 14 days after the contract signing.</p>

<p><b>31.2</b></p>	<p><b>Date of Commencement of Services</b></p> <p>Expected date for the commencement of the Services: Date: August, 2023</p>
<p><b>32.1</b></p>	<p><b><u>Procurement-Related Complaints</u></b></p> <p>The procedures for making a procurement-related complaint are detailed in paragraph 1.31 and 1.32 of the Procurement Regulations. If a Consultant wishes to make a procurement-related complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: Mr. K. Hynniewta</p> <p>Title or position: Joint Secretary, Planning, Investment Promotion &amp; Sustainable Development Department, Government of Meghalaya</p> <p>Client: Planning, Investment Promotion &amp; Sustainable Development Department, Government of Meghalaya</p> <p><i>Project: Selection of Agency for Design and Supervision of Civil Infrastructure Development Under the Project “Supporting Human Capital Development in Meghalaya – Phase 2</i></p> <p>Email address: pmu.shcd2@gmail.com</p> <p>In summary, a procurement-related complaint may challenge any of the following:</p> <ul style="list-style-type: none"> <li>(i) the terms of this Request for Proposal;</li> <li>(ii) the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and</li> <li>(iii) the Client’s decision to award the contract.</li> </ul>

## Evaluation Criteria

SN	Requirements	Maximum Marks	
<b>A</b>	<b>Financial Strength Related</b> Annual average turnover in last 3 (three) financial years ending 31 <sup>st</sup> March (2019-20, 2020-21, 2021-22).	<b>15</b>	
	INR.5 Crores – 10 Crores	05	
	INR.11 Crores – 15 crores	10	
	INR.16 crores and above	15	
<b>B</b>	<b>Similar Project* Experience</b> The agency must have experience in Similar activities	<b>20</b>	
	Minimum 2 Projects	7.5	
	Above 2 Projects: 2.5 Marks for each up to maximum of 5 Projects	12.5	
<b>C</b>	<b>Key personnel's qualifications and Experience</b>	<b>35</b>	
	<b>I – Design &amp; Procurement Phase</b>		
	Team Leader cum Chief Architect	06	
	Deputy Team Leader cum Structural Design Engineer	04	
	Civil Design Engineer (Water and Sanitation)	02	
	MEP Design Engineer	02	
	Architect	02	
	Quantity Surveyor	02	
	Environment Specialist	02	
	Social Specialist	02	
	<b>II – Construction Phase</b>		
	Team Leader - Chief Construction Manager	06	
	Dy. Team Leader - Senior Construction Manager	04	
	Senior Quality Control Engineer	03	
	<b>D</b>	<b>Approach &amp; Methodology and Timeline</b>	<b>30</b>
		Presentation on Approach and Methodology and concept note	20
		Work Plan & Timeline	10
		<b>Total (A+B+C+D)</b>	<b>100</b>

\*Similar Projects: Design and Construction Supervision of largescale civil infrastructure worksfor institutional/ educational buildings i.e. schools, colleges, Institutes, (Industrial Training Institutes, Polytechnic College, Skill Development Institutes etc.) completed in last 7 years



## Section 2. 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 be deleted in the final proposal to be submitted.]

### CHECKLIST OF REQUIRED FORMS

Required for FTP, STP or BTP			FORM	DESCRIPTION	Page Limit		
FTP	STP	BTP					
√	√	√	TECH-1	Technical Proposal Submission Form.			
√	√	√	TECH-1 Attachment	Proof of legal status and eligibility			
“√” If applicable			TECH-1 Attachment	If the Proposal is submitted by a Joint Venture (JV), 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 JV, 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			
FTP	STP	BTP			FTP	STP	BTP
√			TECH-2	Consultant’s Organization and Experience.			
√			TECH-2A	A. Consultant’s Organization	2	n/a	n/a
√			TECH-2B	B. Consultant’s Experience	20	n/a	n/a
√			TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	<i>For the FTP, the total number of pages for combined forms TECH-3 (FTP) and TECH-4 (FTP) should not exceed 52. A page is defined as one printed side of A4 or letter-sized paper. Font Size 10 is recommended, so text is readable without zooming.</i>		
√			TECH-3A	A. On the Terms of Reference	n/a	n/a	n/a
√			TECH-3B	B. On the Counterpart Staff and Facilities	2	n/a	n/a
√	√		TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	50	10	1
√	√	√	TECH-5	Work Schedule and Planning for Deliverables	n/a	n/a	n/a
√	√	√	TECH-6A	Team Composition, Key Experts Inputs,	n/a	n/a	n/a
√	√	√	TECH 6B	Attached Curriculum Vitae (CV)	5 per CV	5 per CV	5 per CV

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

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[location, date]

To:

The Joint Secretary,  
Planning, Investment Promotion & Sustainable Development Department,  
Government of Meghalaya,  
Room No. 215, Meghalaya Secretariat (Main Building),  
MG Road, Shillong, East Khasi Hills, Meghalay-793001  
India

Dear Sirs:

We, the undersigned, offer to provide the consulting services for '*Selection of Agency for Design and Supervision of Civil Infrastructure Development Under the Project "Supporting Human Capital Development in Meghalaya – Phase 2"*' in accordance with your Request for Proposals dated [Insert Date] 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 (JV), insert the following:* We are submitting our Proposal in 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 joint venture 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 JV.

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 names and countries of each Sub-Consultant.*

We, by submitting the Proposal, acknowledge that we have read and understand ADB's Anticorruption Policy and Integrity Principles and Guidelines, both as amended from time to time.

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 or cancellation of the contract, if awarded, and/or may result in remedial actions including being sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the **Data Sheet**, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) We are not subject to any national or international sanctions, temporary suspension or debarment by ADB or other multilateral development banks (MDB).
- (f) Neither we, nor our joint venture or associate partners or sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment
- (g) Except as stated in the **Data Sheet**, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 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.
- (i) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (j) Neither we, nor our joint venture or associate partners or sub-consultants or any of the proposed experts have been found guilty or convicted of any violation of law that is not a minor traffic violation
- (k) We can accept payments through the international banking system or otherwise discharge ADB's obligation upon initiation of wire transfer,
- (l) We understand that it is our obligation to notify the Client and ADB should we, our joint venture or associate partners or subconsultants or any of the proposed experts prepared the TOR for this consulting assignment, become subject to any national or international sanctions, including becoming ineligible to work with ADB or other MDBs, cannot accept payments through the international banking system, should integrity issues including conflict of interest arise and/or should we or the proposed consultant be convicted of an offence excluding minor traffic violations

If the answer to any of the declarations above is NO, please provide details:

We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to automatic rejection if our proposal or cancellation of our contract, if awarded, and may result in further remedial actions, in accordance with ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

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



## Annex to Form TECH-1 - Particulars of the Bidder

### Consultant's Information Sheet

Consultant Information		Information of the Consultant
<b>Particulars</b>		
<b>Names</b>	Full legal name(s)	
<b>Addresses</b>	Registered address(es)	
	Postal address(es) (if different from trading address)	
<b>Type of organization</b>		
<b>Country of constitution/ incorporation/ registration</b>		
<b>Year of constitution/ incorporation/ registration</b>		
<b>Corporate or registration number</b>		
<b>In case of a Joint Venture, legal name of each partner</b>		
<b>Consultant's authorized representative</b> (name,address,telephone number(s),faxnumber(s), e-mailaddress)		
<b>Consultant's contact person</b> (name,address,telephone number(s),faxnumber(s), e-mailaddress)		

### Joint Venture and Sub-Consultant Information Sheet

Each Joint Venture partner and Sub-Consultant must fill out this form separately.

Joint Venture / Sub-Consultant Information		Information of Joint Venture Partner or Sub-Consultant
<b>Particulars</b>		
<b>Names</b>	Full legal name(s)	
<b>Addresses</b>	Registered address(es)	
	Postal address(es) (if different from trading address)	
<b>Type of organization</b>		
<b>Country of constitution/ incorporation/ registration</b>		
<b>Year of constitution/ incorporation/ registration</b>		
<b>Corporate or registration number</b>		
<b>In case of a Joint Venture, legal name of each partner</b>		
<b>Consultant's authorized representative</b> (name,address,telephone number(s),faxnumber(s), e-mailaddress)		
<b>Consultant's contact person</b> (name,address,telephone number(s),faxnumber(s), e-mailaddress)		

**FORM TECH-1B**

**Power of Attorney for Signing of the Bid by Bidder**

Know all men by these presents, we, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Selection of Agency for Design and Supervision of civil infrastructure development under the Project "Supporting Human Capital Development in Meghalaya – Phase 2" including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2023

For.....

(Signature, name, designation and address) Witnesses:

- 1
- 2

Accepted      Notarized

(Signature, name, designation and address of the Attorney)

## FORM TECH-1C

### Power of Attorney for Lead Member of the Joint Venture

Whereas the Planning, Investment Promotion & Sustainable Development Department, Government of Meghalaya (the "Authority") has invited bids from qualified parties for the Selection of an Agency for Design and Supervision of civil infrastructure development under the Project "Supporting Human Capital Development in Meghalaya – Phase 2" ("**Project**"). Whereas, ....., .....and ..... (collectively the "Joint Venture") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification cum Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. ...., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ....., having its registered office at ....., being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2023

For ..... (Signature, Name & Title)

## FORM TECH-2

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

#### A - Consultant's Organization

1. *Provide here a brief description of the background and organization of your company, and – in case of a JV– of each member for this assignment.*
2. *Include an organizational chart, a list of Board of Directors, and beneficial ownership<sup>3</sup>.*

#### B - Consultant's Experience

3. *List only previous Similar Projects\* successfully completed in the last 7 years.*
4. *List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the JV partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or Sub-Consultants, but can be claimed by the Experts themselves in their CVs. The Consultant shall attach proofs to substantiate the claimed experience by presenting copies of relevant documents (completion proofs) and references.*

*\*Similar Projects: Design and Construction Supervision of large scale civil infrastructure works for institutional/ educational buildings i.e. schools, colleges, Institutes, (Industrial Training Institutes, Polytechnic College, Skill Development Institutes etc.) completed in last 7 years*

<sup>3</sup> Beneficial ownership shows all owners and major shareholders of the company, including any person or entity who enjoys the benefit of ownership including, but not limited to power of control and influence of the business transactions, receiving dividends or profit share. This includes direct or indirect ownership of the company (e.g. ownership by close relatives).

<b>Duration</b>	<b>Assignment name and brief description of main deliverables or outputs</b>	<b>Name of Client and Country of Assignment</b>	<b>Approximate Contract value (in \$ or €)/ Amount Paid to Your Firm</b>	<b>Role on the Assignment</b>
<i>Example 1: January 2009– April 2010</i>	<i>Improvement quality of.....”: designed master plan for rationalization of .....</i>	<i>Ministry of ....., [insert country]</i>	<i>\$1 million</i>	<i>Lead partner in a JV A&amp;B&amp;C</i>
<i>Example 2: January May 2008}</i>	<i>Support to sub-national government : drafted secondary level regulations on.....</i>	<i>Municipality of....., [insert country]</i>	<i>\$0.2 million</i>	<i>Consultant</i>

## FORM TECH-2B

### Financial Capacity of the Bidder

SN	Financial Year #	Annual Revenue (in Rs.)
1.	2019-20	
2.	2020-21	
3.	2021-22	
	<b>Net worth as on __/03/2023 is Rs. _____</b>	
	<b>Certificate from the Statutory Auditor<sup>s</sup></b>	
<p>This is to certify that the above financial position extracted from the audited financial statement of M/s -----(Name of Bidder) for the last three completed accounting years up to 2022-23 are correct.</p> <p>Name of the audit firm:            Seal of the audit firm            Date:</p> <p><b>(Signature, name and designation of the authorized signatory)</b></p>		

## FORM TECH-3

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

---

Form TECH-3: The Consultant will write its comments and suggestions on the Terms of Reference that could improve the quality or 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**

*[Insert improvements to the Terms of Reference, if any]*

#### **B. On Counterpart Staff and Facilities**

*[Include comments on counterpart staff and facilities to be provided by the Client, e.g. administrative support, office space, local transportation, equipment, data, background reports, etc., if any]*

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## FORM TECH-4

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

---

Form TECH-4 is 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.

*The suggested structure of the Technical Proposal is as follows:*

- (i) **Technical Approach, Methodology, and Organization of the Consultant's Team.** *Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology that would be adopted for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Do not repeat the TOR here.*
- (ii) **Work Plan and Staffing.** *Outline the plan for the implementation of the main activities or 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 work 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.*
- (iii) **Comments (on the Terms of Reference and on Counterpart Staff and Facilities).** *Suggestions should be concise and to the point, and incorporated in the Proposal. Include comments on counterpart staff and facilities to be provided by the Client, if any (e.g., administrative support, office space, local transportation, equipment, data, background reports, etc.).*



**FORM TECH-5**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup> (D-..)	Months												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
<b>D-1</b>	(e.g., Deliverable #1: Report A													
	1. Data Collection													
	2. Drafting													
	3. Inception Report													
	4. Incorporating Comments													
	5. ....													
	6. Delivery of Final Report to Client)													
<b>D-2</b>	(e.g., Deliverable #2:.....)													
<b>n</b>														

- 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 The 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-6A**  
**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	Name, Nationality and DOB	Expert's Input (in person/month) per each Deliverable (listed in TECH-5)											Total Time-Input (in months)			
		Position	M1	M2	M3	M4	...	...	...	...	...				Total	
<b>KEY EXPERTS</b>																
K-1	e.g., Mr. A, DOB, 15.06.1954	[Team Leader]														
K-2	e.g., Mr. B, DOB, 20.04.1969															
<b>NON-KEY EXPERTS</b>																
N-1																
N-2																
												<b>Subtotal</b>				
												<b>Total</b>				

DOB = date of birth.

Consultants should consider the following in the preparation of the Team Composition, Assignment, and Key Experts' Inputs:

- (i) For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- (ii) Months are counted from the start of the assignment or mobilization. There are 22 working (billable) days in 1 month and no less than 8 working hours in 1 working day..

### FORM TECH-6B

SN	Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Similar Assignments
					Firm	Responsibilities	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Team Leader cum Chief Architect						
2	Deputy Team Leader cum Structural Design Engineer						
3	Civil Design Engineer (Water and Sanitation)						
4	MEP Design Engineer						
5	Architect						
6	Environment Specialist						
7	Social Specialist						
8	Team Leader - Chief Construction Manager						
9	Dy. Team Leader - Senior Construction Manager						
<p><i>* Attach CVs of Key Personnel, which will be evaluated</i></p> <p><i>[Note to Consultant: Each Curriculum Vitae (CV) should have a maximum of five pages]</i></p>							



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## CURRICULUM VITAE (CV) FOR INTERNATIONAL OR NATIONAL EXPERTS

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1. **Proposed Position:**
2. **Name of Firm:** *[Insert name of firm proposing the expert, if applicable]*  
*(Do not abbreviate or use symbols in any portion of the firm or individual name)*
3. **Name of Expert:** *[Expert Name]*  
*(Do not abbreviate or use symbols in any portion of the firm or individual name)*
4. **Current Residential Address:**  
  
**Telephone No.:**  
  
**Fax No.:**  
  
**E-Mail Address:**
5. **Date of Birth:**  
  
**Citizenship:**
6. **Education:** *[Indicate college or university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]*
7. **Membership in Professional Associations:**

8. **Other Trainings:** *[Indicate significant training since degrees under 5 - Education were obtained]*
9. **Countries of Work Experience:** *[List countries where expert has worked in the last 10 years]*
10. **Languages:** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*
11. **Employment Record** *[Starting with present position, list in reverse order every employment held by expert since graduation, providing for each employment (see format here below): dates of employment, name of employing organization, positions held.]*
- From *[Month/Year]*: \_\_\_\_\_
- To *[Month/Year]*: \_\_\_\_\_
- Employer: \_\_\_\_\_
- Positions held: \_\_\_\_\_

12. **Detailed Tasks Assigned** *[List all tasks to be performed under this assignment]*
13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** *[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 12.]*
- Name of assignment or project: \_\_\_\_\_
- Month and Year: \_\_\_\_\_
- Location: \_\_\_\_\_
- Client: \_\_\_\_\_
- Main project features: \_\_\_\_\_
- Positions held: \_\_\_\_\_
- Activities performed: \_\_\_\_\_

**14. Certification:**

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am not a current employee of the Executing or the Implementing Agency;
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH-6 provided team mobilization takes place within the validity of this proposal;

- 
- (iv) I was not part of the team who wrote the terms of reference for this consulting services assignment;
  - (v) I do not have conflict of interest in accordance with ITC 3.0;
  - (vi) I am not subject to any national or international sanctions, temporary suspension or debarment by ADB or other multilateral development banks (MDB);
  - (vii) I certify that I have been informed by the firm that it is including my CV in the Proposal for the *[insert name of project and contract]*. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.
  - (viii) I have not been found guilty or convicted of any violation of law that is not a minor traffic violation.
  - (ix) I can accept payments through the international banking system or otherwise discharge ADB's obligation upon initiation of wire transfer.
  - (x) I understand that it is my obligation to notify the Client and ADB should I become subject to any national or international sanction, including becoming ineligible to work with ADB or other MDBs, cannot accept payments through the international banking system, should integrity issues including conflict of interest arise and/or should we or the proposed consultant be convicted of an offence excluding minor traffic violations

If the answer to any of the declarations above is NO, please provide details:

---

*If the CV is signed by the firm's authorized representative, insert:*

- (xi) I, as the authorized representative of the firm submitting this Proposal for the *[insert name of project and contract]*, certify that I have obtained the consent of the named expert to submit his/her CV, and that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of expert or authorized representative of the firm]<sup>9</sup> Day/Month/Year*

---

<sup>9</sup> This CV can be signed by the authorized representative of the Consultant provided during proposal submission. If the Consultant's proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.



Full name of authorized representative

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### **Section 3. Financial Proposal - Standard Forms**

*[Notes to Consultant shown in brackets and italics 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.

NOTE: The authorized representative of the Consultant who signs the Proposal is advised to initial all pages of the original Financial Proposal.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Other Expenses, Provisional Sums and Contingency

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**  
**(On Firm's Letter Head)**

*[Location, Date]*

To:

The Joint Secretary,  
 Planning, Investment Promotion & Sustainable Development Department,  
 Government of Meghalaya,  
 Meghalaya Secretariat (Main Building), MG Road,  
 Shillong, East Khasi Hills  
 Meghalaya-793001.

Sub: Selection of Agency for Design and Supervision of civil infrastructure development under the Project "Supporting Human Capital Development in Meghalaya – Phase 2".

Dear Sirs

We, the undersigned, offer to provide the consulting services for 'Selection of Agency for Design and Supervision of civil infrastructure development under the Project "Supporting Human Capital Development in Meghalaya – Phase 2"' in accordance with your Request for Proposal dated *[insert date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[Insert amount(s) in words and figures, **excluding** the local taxes described in Clause 25 in the **Data Sheet**. We understand the aforementioned local taxes will be discussed, and the agreed amount will be added to the contract with appropriate provisions at the contract negotiations.*

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

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

We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to automatic rejection if our proposal or cancellation of our contract, if awarded, and may result in further remedial actions, in accordance with ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

*[FOR A JOINT VENTURE, EITHER ALL MEMBERS SHALL SIGN OR ONLY THE LEAD MEMBER OR CONSULTANT, IN WHICH CASE THE POWER OF ATTORNEY TO SIGN ON BEHALF OF ALL MEMBERS SHALL BE ATTACHED.]*

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**FORM FIN-2 SUMMARY OF COSTS**

<b>Item</b>	<b>Cost (in INR)</b>
Competitive Components	
Remuneration, Key Experts	
Remuneration, Non-Key Experts	
Reimbursable Expenses	
<b>Sub-Total (A)</b>	
Non-Competitive Components	
Provisional Sums	
Contingency	
<b>Sub-Total (B)</b>	
<b>Total Cost of the Financial Proposal <sup>5</sup></b>	

---

<sup>5</sup> Should match the amount in Form FIN-1.

### FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump SumContract 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 SumContracts

SN	Name & Position (as in TECH-6)	Person-Month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Cost as in FIN-2
<b>KEY EXPERTS</b>				
1				
2				
3				
4				
5				
6				
7				
8				
9				
<b>Total Costs: Key Experts</b>				
<b>NON KEY EXPERTS</b>				
<b>Total Costs: Non-Key Experts</b>				
<b>Total Costs: Key and Non-Key Experts</b>				

## FORM FIN-4 BREAKDOWN OF OTHER EXPENSES, PROVISIONAL SUMS AND CONTINGENCY

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

Type of Expenses, Provisional Sums and Contingency	Quantity	Unit	Unit Price (INR)	Cost (INR)
<b>Reimbursable Expenses</b>				
<i>[e.g., Per diem allowances]</i>	<i>[Day]</i>			
<i>[e.g., Domestic flights]</i>	<i>[RT]</i>			
<i>[e.g., In/out airport transportation]</i>	<i>[Trip]</i>			
<i>[e.g., Communication costs]</i>				
<i>[e.g., reproduction of reports]</i>				
<i>[e.g., Office rent]</i>				
<b>Sub-Total: Reimbursable Expenses</b>				
<b>Provisional Sums</b>				
<i>Item 1</i>				
<i>Item 2</i>				
<b>Sub-Total: Provisional Sums</b>				
<b>Contingency</b>				
<b>Total: Reimbursable Expenses + Provisional Sums + Contingency</b>				

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## Section 4. Eligible Countries

For Contracts to be financed by loans/grants from

### 1. OCR without cofinancing resources:

*Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB member countries obtainable from [www.adb.org/about/members](http://www.adb.org/about/members)*

*EXCEPTION: If any other contract under the project is financed by cofinancing resources that are administered by ADB (other than those listed in paragraph 2 below), then please state “No nationality restrictions apply, other than any restrictions arising from ITC 6.3.2.”*

### 2. Regular loan from OCR with cofinancing resources from any one of the following funds:

- (i) Asian Clean Energy Fund,
- (ii) Japan Fund for Poverty Reduction,
- (iii) Investment Climate Facilitation Fund,
- (iv) Japan Fund for the Joint Credit Mechanism, and
- (v) e-Asia and Knowledge Partnership Fund,

*Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB member countries obtainable from [www.adb.org/about/members](http://www.adb.org/about/members)*

### 3. Concessional loan from OCR with cofinancing resources from any one of the following funds:

- (i) Asian Clean Energy Fund,
- (ii) Japan Fund for Poverty Reduction,
- (iii) Japan Fund for Public Policy Training,
- (iv) Japan Fund for Information and Communication Technology,
- (v) Investment Climate Facilitation Fund, and
- (vi) e-Asia and Knowledge Partnership Fund,

*Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB member countries obtainable from [www.adb.org/about/members](http://www.adb.org/about/members)*

### 4. Regular loan from OCR with cofinancing resources other than those listed in paragraph 2 above:

*Please state “No nationality restrictions apply, other than any restrictions arising from ITC 6.3.2.”*



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**5. Concessional loan from OCR with cofinancing resources other than those listed in paragraph 3 above:**

*Please state “No nationality restrictions apply, other than any restrictions arising from ITC 6.3.2.”*

**6. ADF without cofinancing resources:**

*Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB developed member countries that have contributed to ADF resources, and all ADB developing member countries.*

*EXCEPTION: If any other contract under the project is financed by cofinancing resources that are administered by ADB (other than those listed in paragraph 7 below), then please state “No nationality restrictions apply, other than any restrictions arising from ITC 6.3.2.”*

**7. ADF with cofinancing resources from any one of the following funds:**

- (i) Asian Clean Energy Fund,**
- (ii) Japan Fund for Poverty Reduction,**
- (iii) Japan Fund for Public Policy Training,**
- (iv) Japan Fund for Information and Communication Technology,**
- (v) Investment Climate Facilitation Fund, and**
- (vi) e-Asia and Knowledge Partnership Fund,**

*Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB developed member countries that have contributed to ADF resources, and all ADB developing member countries.*

**8. ADF with cofinancing resources other than those listed in paragraph 7 above:**

*Please state “No nationality restrictions apply, other than any restrictions arising from ITC 6.3.2.”*



## Section 5. Bank's Anticorruption Policy

*[Notes to the Client: this Section 6 shall not be modified]*

### Anticorruption Policy

ADB requires borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, bidders suppliers, contractors, consultants, subcontractors, subconsultants and agents (including their respective officers, directors, employees and personnel) under ADB-financed contracts, to observe the highest standard of ethics during the selection process and in execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.
  - (ii) "Fraudulent practice" means any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
  - (iii) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.
  - (iv) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
  - (v) Abuse, means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.
  - (vi) Conflict of interest, means any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
  - (vii) Integrity violation is any act which violates ADB's Anticorruption Policy, including items (i) to (vi) above and the following: obstructive practice, abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.
- (b) will reject a proposal for an award if it determines that the Consultant recommended for the award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Client engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement

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or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;

- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>6</sup> in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations. ADB reserves the right to publish any debarment; and
- (e) will have the right to require that a provision be included in request for proposals and in Contracts financed, administered or supported by ADB, requiring Consultants and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel to permit ADB or its representative to inspect their accounts and records and other documents relating to the selection process and contract performance and to have them audited by auditors appointed by ADB.

All Bidders, Consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing or examination requested by ADB;
- (f) providing all other information relevant for the exercise of ADB's audit or inspection rights; and
- (g) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

All bidders, Consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contract with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such

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<sup>6</sup>Whether as a Consultant, Sub-Consultant or Key Expert; or in any other capacity specified in the Contract

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sub-consultants, Subcontractors, and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

The Borrower hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Consultant or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

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## Section 6. Terms of Reference

### 6.1. GENERAL:

The proposed project, “*Supporting Human Capital Development in Meghalaya, Phase II*”, aims to enhance the employability of Meghalaya’s youth by improving the quality, delivery, and access of secondary and higher secondary school education and facilitating results oriented technical and vocational skills training in the State.

Civil infrastructure development will be jointly undertaken by various entities of the Government of Meghalaya (GoM), each overseeing the facilities under its jurisdiction:

- Department of Education: This will cover schools and other learning centers, polytechnics and District Institutes for Education and Training (DIETs)
- Directorate of Employment & Craftsmen Training, Department of Labour: This covers Industrial Training Institutes.
- Meghalaya State Skills Development Society (MSSDS): Meghalaya Skills Park

### 6.2. OBJECTIVE:

Planning, Investment Promotion & Sustainable Development Department, Government of Meghalaya intends to engage the services of a Design Supervision Agency to undertake consultancy services for the projects, which have been briefly listed below:

- Conduct site visits, assess the requirements for built up space and site infrastructure
- Where the preliminary designs are not already provided the DSC shall prepare preliminary designs and after discussions with the GoM, prepare final preliminary designs
- Preparation of Bill of quantities
- Preparation of Detailed cost estimates
- Preparation and regular Updating of ‘Initial Environmental Examinations (IEE)
- Coordination and capacity building of Civil Engineering Cell
- Preparation of Construction schedule
- Preparation of Project management plan
- Assist Authority in setting up of Monitoring and reporting system
- Implementation of Quality management System
- Site studies, topographic and geo technical surveys
- Preliminary designs, detailed engineering designs for architectural, civil structural, MEP and HVAC components, drawings and documents for obtaining approval for statutory bodies
- Bid drawings and document
- Conduct social safeguards screening and impact assessment of sites where required

- Support PMU in setting up grievance redress mechanism during pre-construction, construction and post-construction phases
- Liaise with PMU/PIUs to ensure design specifications for each structure are aligned with project objectives
- Supervision of the works.

### 6.3. SCOPE OF SERVICES:

The proposed extent of the work and scope of services is detailed in the following sections of this document.

The Design and Supervision Consultants (DSC) will assist the PIUs (comprising staff from the Department of Education (DoE) and its Engineering Wing, Directorate of Employment and Craftsmen Training, Department of Labour and the MSSDS in handling the entire civil works component under this project.

The selection and engagement of the DSC will be undertaken by the Planning, Investment Promotion & Sustainable Development Department, GoM. The DSC is expected to commence services by August 2023. A total of approximately 246 person months of consulting services will be required for the DSC. The contract will be intermittent and extend over a period of 4 years from mobilization.

### 6.4. Project Sites

The scope of services of the DSC will include but not be necessarily limited to the project sites listed in the Tables below:

<b>POLYTECHNICS</b>			
<b>SN</b>	<b>Name of Institute</b>	<b>List of Proposed buildings</b>	<b>Approximate total plinth area on all floors (sq.m)</b>
1	Polytechnic at Jowai	Additional Academic Building	2255
		Short term skills training and community outreach	698
		Labs	300
		Guest House	200
		Girl's Hostel	700
		<b>Total Plinth Area of Polytechnic at Jowai</b>	<b>4153</b>
2	Polytechnic at Tura	Short term courses for Food processing & Electrician	350
		Workshop	270
		Guest House	200
		Boy's Hostel	700
		Girl's Hostel	700

		Lecturer's quarters	540
		<b>Total Plinth Area of Polytechnic at Tura</b>	<b>2760</b>
3	Polytechnic at Shillong	New Workshop Building	3463
		<b>Total Plinth Area of Polytechnic at Shillong</b>	<b>3463</b>

### DIETS

SN	Name of Institute	List of Proposed buildings	Approximate total plinth area on all floors (sq.m)
4	DIET at Thadlaskein	Academic Building	979
		Guest House	200
		Boy's Hostel	700
		Girl's Hostel	700
		<b>Total Plinth Area of DIET at Thadlaskein</b>	<b>2579</b>
5	DIET at Tura	Academic Building	1660
		Guest House	200
		Boy's Hostel	420
		Girl's Hostel	420
		Principals Quarters	90
		Lecturer's quarters	1200
		<b>Total Plinth Area of DIET at Tura</b>	<b>3990</b>
6	DIET at Nongstoin	Academic Building	1138
		Guest House	200
		Boy's Hostel	1120
		Girl's Hostel	1120
		Principals Quarters	90
		Staff Quarters	300
		Lecturer's quarters	900
		<b>Total Plinth Area of DIET at Nongstoin</b>	<b>4868</b>
7	DIET at Betasing	Academic Building	1138
		Guest House	200
		Principals Quarters	90
		Staff Quarters	300
		Lecturer's quarters	900



	<b>Total Plinth Area of DIET at Betasing</b>	<b>2628</b>
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<b>PUBLIC SCHOOLS</b>			
<b>SN</b>	<b>Name of Institute</b>	<b>List of Proposed buildings</b>	<b>Approximate total plinth area on all floors (sq.m)</b>
8	Shillong Public School	Auditorium and Class Room Block	2644
9	Pinemount School Shillong	Additional rooms proposed (Class Room, Staff Room, Canteen & Common Room)	906
10	Jowai Public School	Auditorium and Class Room Block	1400
11	Tura Public School	Additional rooms proposed (Class Room, Staff Room, Canteen & Common Room)	1051

<b>Government Secondary &amp; Higher Secondary Schools (New Building)</b>			
<b>SN</b>	<b>Name of Institute</b>	<b>List of Proposed buildings</b>	<b>Approximate total plinth area on all floors (sq.m)</b>
12	Kiang Nangbah Government College, Jowai	Lecture Halls & 85 - Seater Girls Hostel	5039
13	Maharam Government Higher Secondary School, Mawkyrwat	Class Room Block	1609
14	Tikrikilla Government Upper Primary School - Tikrikilla	Class Room Block & 60 - Seater Hostel	2314
15	Captain Williamson Memorial Government College- Baghmara	Class Room Block & 54 - Seater Hostel	2389
16	Rongrenggre Government Higher Secondary School, Williamnagar	54 - Seater Boys Hostel & 85 - Seater Girls Hostel	1609
17	Bajengdoba Government Upper Primary School - Bajengdoba	30 Boys + 9 Staff Room Block & 54 - Seater Girls Hostel	1638
18	Adokgiri Government Upper Primary School - Adokgiri	32- Seater Boys Hostel & 32 - Seater Girls Hostel & Class Room Block	1769
19	Chotcholja Government	32 - Seater Boys Hostel & 55 -	1110

Upper Primary School – Chotcholja	Seater Girls Hostel	
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<b>Government Secondary &amp; Higher Secondary Schools (Repair &amp; Renovation)</b>			
<b>SN</b>	<b>Name of Institute</b>	<b>List of Proposed buildings</b>	<b>Approximate total plinth area on all floors (sq.m)</b>
20	Ampati Govt. Higher Secondary School, South West Garo Hills	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
21	Govt. Girls Higher Secondary School, East Khasi Hills	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
22	Govt. Boys Higher Secondary School, East Khasi Hills	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
23	Mawphlang Govt. Upper Primary School, East Khasi Hills	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
24	Mawryngkneng Govt. Secondary School	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
25	Rongrin Govt. Upper Primary School, Mawshynrut	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
26	Mawlieh Govt. Upper Primary School, Nongstoin	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
27	Tura Govt. College, Tura Urban Area	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
28	Selsella Govt. Upper Primary School, West Garo Hills	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
29	Daram Union Govt. Upper Primary School	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
30	Sohra Govt. College - New Campus	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised

31	Jowai Govt Upper Primary School, (Sr. Basic School)	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
32	Shangpung Govt. Upper Primary School	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
33	Govt Senior Basic School Mynso	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
34	Sutnga Govt Upper Primary School	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
35	Saipung Govt Upper Primary School	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
36	Jirang Govt Secondary School	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
37	Mallangkona Govt Higher Secondary School	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
38	Tirot Sing Memorial Govt Higher Secondary School	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
39	Jengjal Govt. Upper Primary School	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
40	Rongjeng Govt. Upper Primary School	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised
41	Government Boys Higher Secondary School, Tura	Site visit and preliminary Assessment done Detailed plan and estimates not done	Not finalised

<b>INDUSTRIAL TRAINING INSTITUTES</b>			
<b>S N</b>	<b>Name of Institute</b>	<b>List of Proposed buildings</b>	<b>Approximate total plinth area on all floors (sq.m)</b>
42	ITI Khliehriat	Boy's Hostel	1200
		Girl's Hostel	420
		<b>Total Plinth Area of I.T.I Khliehriat</b>	<b>1620</b>
43	I.T.I Nongstoin	Academic Building	1006

		Multi Purpose Hall	90
		Boy's Hostel	1200
		Girl's Hostel	420
		Principals Quarters	90
		Staff Quarters	300
		Lecturer's quarters	900
		<b>Total Plinth Area of I.T.I Nongstoin</b>	<b>4006</b>
44	I.T.I Nongpoh	Academic Building	1006
		Multi Purpose Hall	90
		Boy's Hostel	1200
		Girl's Hostel	420
		Principals Quarters	90
		Staff Quarters	300
		Lecturer's quarters	900
		Approach Road	600 Meters (Approx)
		<b>Total Plinth Area of I.T.I Nongpoh</b>	<b>4006</b>
45	I.T.I Mairang	Academic Building	1006
		Multi Purpose Hall	90
		Boy's Hostel	1200
		Girl's Hostel	420
		Principals Quarters	90
		Staff Quarters	300
		Lecturer's quarters	900
		<b>Total Plinth Area of I.T.I Mairang</b>	<b>4006</b>
46	ITI Women Tura	Academic Building	1006
		Multi Purpose Hall	90
		Girl's Hostel	420
		Principals Quarters	90
		Staff Quarters	300
		Lecturer's quarters	900
		<b>Total Plinth Area of I.T.I Women Tura</b>	<b>4006</b>
47	ITI Women Shillong	Multi Purpose Hall	90
		Academic Building	600
		<b>Total Plinth Area of I.T.I Women Shillong</b>	<b>960</b>
48	ITI Sohra	Boy's Hostel	1200
		Girl's Hostel	420

		<b>Approach Road</b>	160 m (approx.)
		<b>Total Plinth Area of I.T.I Sohra</b>	<b>1620</b>
49	ITI Ampati	Boy's Hostel	1200
		Girl's Hostel	420
		<b>Total Plinth Area of I.T.I Ampati</b>	<b>1620</b>
50	ITI Resubelpara	<b>Approach Road</b>	300 Meters (Approx)

<b>MEGHALAYA SKILLS PARK</b>			
<b>SN</b>	<b>Name of Institute</b>	<b>List of Proposed buildings</b>	<b>Approximate total plinth area on all floors (sq.m)</b>
51	Meghalaya Skills Park	Reception & Offices	Not finalized
		Academia & Training Area	Not finalized
		Residential Facilities	Not finalized
		Approach Road and Site Development	Not finalized
		<b>Total Plinth Area</b>	<b>Not finalized</b>

**Note:** The number of institutes and the proposed areas are indicative. Any further additions post contract will be varied accordingly, if required, and is within budget.

Further, the number of institutes proposed above are based on the requirement indicated by the respective PIUs and the final list will be selected to be covered under the project after the preparation of the Budget Estimates.

## **6.5. Analysis and Studies**

An initial review of some of the project sites and condition assessment has been done, and some conceptual drawings for selected sites are available. The findings of the initial review and sample conceptual drawings would be provided to the short-listed firms of these reports. The selected DSC firm will carry out the following:

- a) Visit all the sites selected and prepare condition assessment and site studies.
- b) Ensure feasibility of accommodating the proposed requirements in terms of built-up space.
- c) Check adequacy in terms of approach road, internal roads, drainage, site stabilization through retaining walls etc, boundary walls
- d) Assess requirement of retrofitting of existing buildings for safety and prepare necessary specifications
- e) Ensure there are no encroachment/settlement issues in all project sites.

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- f) Check capacities of utilities, adequacy of power, water supply and possibility of ground water extraction
  - g) List buildings that are unsafe/abandoned
  - h) The reports will be supported by photographs, plans and sketches.

#### **6.6. Preliminary Report**

On the basis of the above studies as per Clause 6.5 (a) –(h), the DSC firm will prepare a schedule of accommodation to be built, requirements for repairs of buildings and site infrastructure, additional roads and pathways, boundary walls and gates as well as additional utilities such as water, power and site lighting. This Preliminary Report shall be accompanied by a budgetary estimate, and will be discussed with the PIUs in order to form the basis for preliminary designs.

#### **6.7. Preliminary Designs**

Preliminary designs for all the projects shall be taken up in a sequential manner, based on the priorities assigned by the PIUs and approvals taken.

#### **6.8. Tests & Surveys**

The DSC firm shall arrange for the topographic and geo technical surveys and soil tests for the selected sites, as and when required, the costs of which will be reimbursed to the DSC firm.

#### **6.9. Specifications**

A standard set of specifications for all building components and site infrastructure components will be prepared by the DSC in consultation with the Engineering Wing of the Department of Education and the technical experts from respective PIUs. This will take into account best locally available materials, with consideration to maintainability and replaceability.

#### **6.10. Construction/ Tender drawings**

The detailed drawings (construction/ tender drawings) and bidding documents will be prepared for selected sites. The DSC shall:

- a) Prepare the detailed drawings and BOQs in line with the latest BIS codes and the National Building Code.
- b) Prepare the drawings and documents in partnership with the government agency that will issue the technical sanction (such as the State DoE (Engineering Wing)) so that timely approval is obtained.
- c) Obtain approval from municipal and statutory bodies such as Fire Dept etc, wherever required

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- d) Ensure that the designs will also be reviewed by appointed climate mitigation and social expert, and their inputs incorporated in the designs.
  - e) Engage an environmental specialist to undertake initial environmental examination (IEE) of selected sites in line with the Environment Assessment and Review Framework (EARF). The expert will prepare an environmental management plan (EMP) for each site and ensure that the principles and processes laid down in the EARF are followed.
  - f) Prepare a report on total embodied energy and CO2 emission for each building. All these works will be done directly in consultation and approval of the DoE (Construction Wing) Meghalaya State Disaster Management Authority (MSDMA) and the MoE.
  - g) Engage a social safeguards specialist to screen each site for potential social safeguard impacts including potential land acquisition arising from the construction and accordingly prepare the Social Impact Assessment (SIA) and documents for all applicable sites in line with ADB Safeguard Policies Statement 2009. He/she shall prepare a Social Action Plan for all work sites and supervise, monitor and assess safeguards compliance and recommend corrective actions where needed in collaboration with DoE (Engineering Wing).
  - h) Assist the PMU/PIU in the bidding process.

#### **6.11. Construction schedule, monitoring reporting templates**

The data collected by the DSC while preparing the condition assessments would form a critical baseline in terms of not just structural information on the overall infrastructure and safety of the selected schools / Polytechnic / ITIs , but also of their student and teacher profile. The DSC will therefore, prepare a database on key indicators such as construction schedule, monitoring reporting templates sub project milestones pertaining to the civil works for all institutes so that it becomes easier to track the progress of the work. The DSC will prepare case studies and reports documenting commonalities and variations in the schools / Polytechnic / ITIs across districts.

#### **6.12. Construction Supervision**

The DSC shall supervise and manage the construction activities, and advise the contractors about best practice. Provide technical support to the contractors as required.

#### **6.13. Specific Tasks**

While the above points will guide the overall work of the DSC, some specific tasks are explained in further detail in the following paras:

##### **6.13.1. Planning, Design, and Procurement Assistance**

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#### **6.13.1.1. Assessments, Survey, and Design**

- a) Identify requirements of surveys, studies, and field consultations with key stakeholders including NGOs, and contractors.
- b) Schedule and prioritize the critical and required surveys in such a way that detailed engineering designs can be prepared out efficiently and expeditiously.
- c) Prepare detailed work plan and implementation schedules including contract management plan for each facility/work, from field survey to acceptance of finished work, and submit for PIU's / DoE (Engineering Wing)'s approval.
- d) Carry out the required engineering surveys and investigations such as topographical surveys, geo-technical investigations, soil survey/test, construction material survey/test, ground water investigation, rainfall data collection, and ground water quality testing.
- e) Ensure that concerns of seismic safety, disaster-proofing (i.e. from fire, floods, landslides, etc.), and basic hygiene are all factored into the designs.
- f) Conduct baseline survey and provide inputs for incorporating in the Project Performance Monitoring System. The firm should prepare monthly progress reports depicting physical and financial progress for effective monitoring. Physical progress should be substantiated with photos/videos.
- g) Propose recommended design criteria and standards to be adopted in the buildings.
- h) Organize Business Opportunities Seminars for local and outside-Meghalaya contractors and inform them about the proposed works. Prepare a database of good quality class I contractors. Find good quality outside-Meghalaya contractors who are willing to form JVs with local contractors. This exercise will help to ensure that the response to bids is good, and that the best contractors can be selected from a competitive pool.
- i) Pro-actively identify practical ways in which the civil works component of the project can be used to reinvigorate the local economy while adhering to environmental concerns. In particular, the DSC should undertake the following tasks and integrate them into the bidding documents to the extent feasible.

#### **6.13.1.2. Sustainable designs considerations**

- a) Explore the scope for using environmentally friendly and locally manufactured / available inputs.
- b) Buildings using the Assam style building techniques should be restored using similar techniques and inputs to retain the heritage and unique look of Meghalaya. These buildings are also environmentally friendly and safer during earthquakes than non-engineered RCC and masonry structures.
- c) Identify and implement ways of improving the solid and liquid waste disposal systems by using eco-friendly techniques in the schools and other institutions
- d) Identify ways in which climate change concerns can be factored into the design and implementation of the civil works. For example, identify practical ways in which rainwater harvesting facilities & other water conservation methods can be provided in the upgraded schools& other institutions. Ways of recharging the ground water in and



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nearby the schools & other institutions should also be explored (include traditional wisdom). The design should ensure that adequate water is available for maintaining hygiene in the toilet (e.g., water tank on roof top). The DSC will also explain to the staff of the institutes, the basic maintenance and housekeeping for ensuring continuous cleanliness and hygiene so that flies and mosquitoes do not thrive and there is no water stagnation. A manual for maintaining the water harvesting apparatus and maintaining toilet hygiene should also be prepared by the DSC as required.

- e) Explore the scope for encouraging contractors to use and train local youth in the specialized upgrading work. This would help to create local job opportunities.
- f) Ensure design is gender equality and social inclusion (GESI) responsive and disaster resilient.
- g) Seek approval from DoE (Engineering Wing), and other government counterparts as required on the above.

**6.13.1.3. Preparation of Plans, Manuals, Guidelines and Systems / Coordination/ Capacity Building of DoE (Engineering Wing) / GoM staff / /identified technical experts from PIUs**

- a) Build the capacity of DoE (Engineering Wing/GoM staff/identified technical experts from PIUs) and local contractors by preparing the manuals, guidelines, and systems. Organize workshops and field-visits as required. This effort will help to raise the overall level of civil works engineering in the state.
- b) Prepare quality assurance plans outlining a consistent, comprehensive, and uniform system of quality control of the buildings, including but not limited to systems of checks and reviews, description of type, frequency and procedures of on-site as well as laboratory tests and inspections.
- c) Prepare in consultation with PIUs and DoE (Engineering Wing), safety manuals to be adopted during implementation on each construction site so as to ensure safety of construction workers, engineers, teachers, students, and general public; ensure compliance with safety manuals during construction.
- d) Support PIUs and DoE (Engineering Wing) in developing information dissemination mechanisms (signboards, notice boards, posters, pamphlets and the likes) and implement them to maintain transparency and accountability of the works under the project.
- e) Support the PIUs and DoE (Engineering Wing) in preparing the contract administration guidelines delineating procedures and assigning responsibilities at various competency levels for day to day contract administration requirements such as measurement of works, certification and payment of contractor's bills, release of retention money, approval of variation, time extensions, and contractor's claims, issue of completion certificates, financial closure of the contract, management during defects liability period and to use it in administration of contracts.
- f) Assist PIU in maintaining an appropriate information management system of works covered by the project

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- g) Assist the PIUs in circulating the manuals and guidelines to the relevant stakeholders and organizing training workshops early in the project to ensure their proper and effective use for improving the quality of implementation.

#### **6.13.1.4. Detailed Engineering Design**

- a) Prepare the engineering designs of all the buildings in sufficient detail to ensure clarity and understanding by the PIUs, contractors and other relevant stakeholders. All designs should be in conformity with the best international / national standards.
- b) The detailed designs will, as a minimum, include detailed architectural plans and drawings, detailed structural, electrical, and plumbing-sanitation drawings, detailed technical specifications for each sub-item of the design, detailed construction drawings and construction processes to be followed by the contractor, detailed cost estimates based on latest Meghalaya PWD SOR necessary calculations to determine and justify the engineering details, associated contract documentation to include letter of invitation, conditions of contract, detailed specifications, engineering drawings, bill of quantities (BOQs), and implementation schedules.
- c) The technical specifications should be in accordance with the best national standards and should be prepared to achieve the highest standards of quality. For adopting market rates for the detailed cost estimates, proper rate analysis should be carried out. Construction drawings should be prepared with sufficient details to permit contractors to carry out construction work effectively, unambiguously and with the highest standards of quality.
- d) The designs shall be prepared in close consultation with and to meet the requirements of the PIUs, School Management Committees (SMCs) and submitted for approval of the PIUs.

#### **6.13.1.5. Procurement**

- a) Based on the detailed engineering designs, prepare all necessary tender documents, drawings, technical specifications, BOQs, detailed cost estimates, and implementation schedule.
- b) Support PIUs and DoE (Engineering Wing) in preparing bidding documents using ADB's standard bidding documents, with due consideration to appropriate procedures such as national competitive bidding and shopping.
- c) Assess the procurement risks and propose mitigation measures including a suggestion on the appropriate bid submission venue.
- d) Assist PIUs and DoE (Engineering Wing) in issuing bid invitations, addendum / corrigendum and clarifications to the bidders' queries, receiving of bids, evaluation and facilitate contract conclusions including submissions to ADB to seek no objection. They are also required to attend pre-bid meetings and also to assist in preparation of Bid Evaluation Report.
- e) Assist PIUs and DoE (Engineering Wing) in implementing and updating the procurement plan for the project as required.

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### **6.13.1.6. Construction Management and Post Construction Phase**

#### **a) Contract Administration**

1. Work as the engineer or employer's representative within the context of the construction contracts. Assist PIUs and DoE (Engineering Wing) with overall contract administration.
2. Assist PIUs and DoE (Engineering Wing) in preparing an effective construction schedule and advise all civil works contractors to follow work activities as stipulated in the schedule.
3. Support the PIUs/DoE (Engineering Wing) in the following activities to ensure fair working condition to the labourers:
  - i. Awareness raising programs for labourers at the construction sites informing them about their opportunities, rights and duties.
  - ii. Ensure that the labourers are fully aware of the insurance facilities provided under the contract and facilitate claims arising out of injuries, disabilities, and death.
  - iii. Enforce strictly the provision of labour cards.
  - iv. Prepare posters and pamphlets for dissemination of relevant information on fair working conditions including elimination of child labour, provision of equal pay for both men and women for equal volumes of work performed, occupational safety and health, and other relevant aspects.
4. Monitor contract variations and time extensions, and build the capacity of PIUs to keep up-to-date records of contract prices and completion dates.
5. Review contractor's requests for time extensions, variations, additional compensation and claims and recommend appropriate timely decisions; and
6. Assist PIUs in the resolution of contractual issues including review, evaluation and confirmation of contract variation orders.

#### **b) Construction Supervision -Quality Monitoring**

1. Support PIUs and DoE (Engineering Wing) in supervising all construction works to ensure quality of works as per technical specification, drawings, and condition of contract. Use of project monitoring applications and train Engineering wing personnel on such systems
2. Monitor and enforce the quality assurance plans.
3. Monitor construction and quality control methods, certify that quality of works conform to the specifications and drawings, assess the adequacy of the contractors' inputs in material, labour and construction method, and furnish all revisions and detailed drawings as necessary during the continuance of the contract.
4. Develop and maintain detailed record of work activities accomplished by the contractors on a day-to-day basis.

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5. Provide quick design modification/design troubleshooting as required during construction.
  6. Ensure that the Contractor submits all necessary documents such as purchase orders, inspection certificates and progress reports, etc, and monitor the availability of key resources and materials orders and identify any shortcomings.

c) Construction Site Management

1. Furnish detailed drawings to the contractors, check contractors' working drawings.
2. Assess and enforce as per standard Construction Management System, the adequacy of contractors' inputs in terms of materials, equipment, construction machinery, workers, funds and construction approach and methodologies.
3. Prepare measurements of completed works, review the progress, and verify interim claims and bills for payments.
4. Ensure that a daily diary progress of the works on site is maintained, containing weather conditions, personnel present and work accomplished, resources applied and shortfalls, deliveries, inspection, survey checks, testing, instructions issued, visits by others, and all other events of significance occurring during the day.
5. Review and examine the process of passing of contractors' final bills and payments to contractors with special emphasis on minimizing the time lag between submission of a bill by a contractor and release of payment by PIUs.

d) Environment Safeguards

1. An environmental specialist will be hired to undertake initial environmental examination (IEE) of selected schools and TTCs in line with the Environment Assessment and Review Framework (EARF). He/she will prepare an environmental management plan (EMP) for each site and in ensuring that the principles and processes laid down in the EARF are followed.
2. He/she will also handle grievances related to environmental complaints. He/she will work with the other DSC specialists and consult with relevant PIU staff to address the grievances in a timely manner.

e) Social Safeguards

1. The Social Safeguards Specialist will guide and supervise social safeguard in the field and will be responsible for ensuring social safeguards compliances while doing social screening, safeguard planning and implementation.
2. In coordination with the Environment Specialists prepare the Communications and Consultation Plan including the GRM for the various worksites.
3. He/She shall coordinate safeguards requirements with the contractors to ensure measures are taken to complete the civil works in an efficient manner.

- f) Post Construction Support
1. Assist PIUs and Engineering Wing in all pre-handover joint inspections and final handover activities
  2. Obtain completion drawings, occupancy certificate and other statutory approvals
  3. Obtain from the contractor “as- built” drawings.
  4. Preparation maintenance procedures for the buildings and equipment procured under the project.
  5. Document all warranties and guarantees
  6. Prepare takeover certificate confirming that works have been executed in a timely manner and in compliance with the contract specifications.
- g) Completion and DLP
1. Inspect the works on Completion before issuing completion certificate.
  2. Inspect the works at appropriate intervals during the Defect Liability Period and certify the Defect Liability Certificate.

#### 6.14. Key Experts and Team

##### Team Composition

SN	Position	No.	Person Months *	Total Person Months
<b>Phase 1: Design &amp; Procurement Phase</b>				
1	Team Leader cum Chief Architect	1	12	12
2	Deputy Team Leader cum Structural Design Engineer	1	12	12
3	Civil Design Engineer (Water and Sanitation)	1	12	12
4	MEP Design Engineer	1	12	12
5	Architect	1	12	12
6	Environment Specialist	1	9	9
7	Social Specialist	1	9	9
8	Quantity Surveyor	1	12	12
<b>A</b>	<b>Sub-Total: Key Experts-Design Phase</b>			<b>90</b>
<b>Phase 2: Construction Phase</b>				
1	Team Leader - Chief Construction Manager	1	30	30
2	Dy. Team Leader - Senior Construction Manager	1	30	30
<b>B1</b>	<b>Sub-Total: Key Expert-Construction Phase</b>			<b>60</b>
3	Contracts Management / Administration Expert	1	24	24
4	Senior Quality Control Engineer	1	12	12
5	Site Engineer Civil	2	30	60
6	Sr. Quantity Surveyor	1	30	30

<b>SN</b>	<b>Position</b>	<b>No.</b>	<b>Person Months *</b>	<b>Total Person Months</b>
<b>B2</b>	<b>Sub-Total: Non-Key Expert-Construction Phase</b>			<b>108</b>
	<b>Total person months (A1+B1+B2)</b>			<b>246</b>

\* Person months for any expert may be increased based on the needs of the project and corresponding Contract Variation shall be made as per the Financial Proposal.

### **Key Expert's qualifications and job description**

<b>Expertise</b>	<b>Min Qualifications</b>	<b>Job description</b>
Team Leader cum Chief Architect and Team Leader – Chief Construction Manager	BE / B. Tech / B.Arch. with PG degree in construction management with 20 years' experience in construction of institutional buildings with dispersed sites and hilly terrain	<p>Leadership and overall co-ordination at all levels during planning, design, implementation, etc. with GoM, Meghalaya State Disaster Management Authority, and all nodal agencies and officers.</p> <p>Ensure that there is convergence and synergy with the ongoing projects/programs, quality of the civil works is maintained, and there is strict compliance with the relevant national and state codes.</p> <p>Explore the scope of using local and environment friendly material and mainstreaming climate change concerns in the design and implementation of civil works to the extend feasible.</p> <p>Involve the local resources as far as possible and develop human capital with enhanced skills.</p> <p>Organize the site condition assessment surveys, and preparation of detailed BOQs, bid documents, and DPRs.</p> <p>Develop a good working relation with PMU, PIUs and DoE (Engineering Wing)</p> <p>Ensure that there is proper coordination between the DSC and the other firms engaged under the project, including the project management firm, the capacity building firm,</p> <p>Ensure that the overall civil works component is completed on time and to</p>

		the required quality.
Deputy Team Leader cum Structural Design Engineer	BE/B Tech with PG degrees in structural engineering and construction management with 15 years' experience in refurbishment cum new construction of sustainable school or other similar projects	<p>Analysis and design of all buildings (new sections and retrofitting of existing sections) and facilities as per the latest IS Codes, focusing on the potential hazards such as seismic, wind, landslide, flash flood, etc.</p> <p>Incorporate green building technologies and climate change mitigation design based on local materials to the extent feasible.</p> <p>Preparation of all calculations, interacting with the DoE (Engineering Wing), and getting approval from appropriate authorities.</p> <p>Preparation of working drawings with the draftsman.</p> <p>And guide collation of all civil works related data.</p>
Civil Design Engineer (Water and Sanitation)	BE/B Tech with PG degrees in Public Health/ environmental engineering with 15 years' experience in sustainable school or other similar projects	<p>Analysis and design of all water and sanitation works, focusing on sustainable and environment-friendly system with rainwater harvesting, recycling waste water, solid waste disposal/reuse and ground water recharge.</p> <p>Preparation of all calculations, interacting with the DoE (Engineering Wing) and other agencies.</p> <p>Preparation of working drawings with the draftsmen.</p>
MEP Design Engineer	BE/B Tech in mechanical or electrical engineering with 15 years of construction experience with working knowledge of mechanical, electrical and plumbing, construction procedures and practices. Working knowledge of plans, prints, specifications and	<p>Work closely with the design team to review and coordinate MEP design drawings, specifications, and technical requirements.</p> <p>To analyze mechanical, Electrical, and Plumbing engineering problems and formulate solutions.</p> <p>Preparation of all calculations, interacting with the DoE (Engineering Wing) and others and getting approval from appropriate authority.</p>

	schematics associated with construction	Preparation of working drawings with the draftsman.
Architect	B Arch with PG degree in sustainable buildings/ Urban Design/building engineering/ with 15 years' experience in educational buildings, and experience in working in hilly terrain.	<p>Visit all project sites identified under the project. Lead the condition assessment team and convert the surveys into design and implementation guidelines.</p> <p>Design development of all works, focusing on innovative, sustainable, multi-hazard-safe, environment-friendly and barrier free built environment in all selected sites. Special emphasis to be on teaching learning friendly whole-campus development.</p> <p>Prepare site-specific campus plans rationalizing existing campus layout appropriate for function, aesthetics, landscape, direction of the sun, climate and culture and provision for future development.</p> <p>Undertake adaptive reuse of the existing spaces.</p> <p>Interact with the DOE (Engineering Wing) design division and others and get approval from appropriate authorities.</p> <p>Prepare working drawings with the help of draftsman</p>
Environment Specialist	B Arch/ B Tech with PG in environmental planning with 15 years' experience in sustainable school or other similar projects	<p>Visit all project sites covered by the project. Be a part of the site condition assessment survey.</p> <p>Carryout environmental impact assessment of all identified sites. Prepare an Initial Environment Examination (IEE) and an environmental management plan for each site in line with the Environment Assessment and Review Framework (EARF) designed by ADB. Samples will be provided.</p> <p>Carryout total embodied CO2 emission, non-renewable, renewable and other sources of energy due to the ADB construction program.</p>
Social Safeguards Specialist	Master's Degree in social sciences, or related fields; sound knowledge of social	Visit all project sites covered by the project. Be a part of the school condition assessment survey.



	<p>inclusion issues; preferably 7 years of experience in land acquisition and involuntary resettlement. Knowledge of ADB's &amp; GOM's policies, administrative systems, and procedures, in the areas of education and experience working with civil society organizations (CSOs) and development partners; strong interpersonal skills and ability to work in a multidisciplinary team; and ability to work independently and undertake travel to all identified sites.</p>	<p>Carryout Social impact assessment of all proposed sites.  Consult with affected persons and key stakeholders during project implementation to ensure their satisfaction with safeguards implementation  Conduct social safeguard screening and impact assessment and prepare required document for approval of subproject and monitor compliance during implementation.  Supervise, monitor and assess safeguards compliance according to the approved Resettlement Plan (if any) and recommend corrective actions where needed in collaboration with DoE (Engineering Wing)  Coordinate safeguards requirements with the contractors to ensure measures are taken to complete the civil works in an efficient manner to avoid any safeguards issues and mitigate any unanticipated impacts.  Coordinate and monitor STI and HIV/AIDS awareness and prevention programs, the Health and Safety Management Plans, and the Gender and Awareness Plan implemented by the Contractor.</p>
<p>Dy Team Leader – Senior Construction Manager</p>	<p>B Tech with PG in construction management with 10 years' experience in building works</p>	<p>The Senior Construction Manager shall be responsible for leading the construction supervision team, co-ordinating with the design wing of the consulting firm as well as the contractors in order to deliver all works of the project within the stipulated time, cost and quality parameters.  The Senior Manager shall also coordinate with the local stakeholders and local government bodies. The role shall also involve certification of the contractors' work, verification and approval of interim and final bills.</p>

Construction Manager	Preferably B Arch/ B Tech with 5-10 years' experience in building works	<p>Help the Senior Construction Manager in all her/his work. Visit the project sites regularly.</p> <p>Ensure that the construction causes minimum disruption to the teaching activities. The bulk of the construction will have to be timed during the non-monsoon period and school holidays.</p>
Senior Quality Control Engineer	Preferably B Tech (Civil) with 5-10 years' experience in building works, familiar with estimation software, and with quality control of civil, structural and MEP works	<p>Support PIUs &amp; DoE in supervising all construction works to ensure quality of works as per technical specification, drawings, and condition of contract. Use modern and computerized systems of project monitoring.</p> <p>Monitor and enforce the quality assurance plans.</p> <p>Monitor construction and quality control methods, certify that quality of works conform to the specifications and drawings, assess the adequacy of the contractors' inputs in material, labour and construction method, and furnish all revisions and detailed drawings as necessary during the continuance of the contract.</p> <p>To ensure that the highest quality of mechanical, electrical and plumbing construction work are in accordance with the project, design, project specific cost and schedule requirements.</p> <p>Develop and maintain detailed record of work activities accomplished by the contractors.</p>
Site Engineer Civil	Diploma in Civil Engineering with 3 years' experience in building works.	<p>The Site Engineers shall be responsible for ensuring the work is carried out in accordance to the drawings, that the specifications are followed, construction is carried out to line and level and that the quality standards are met. The Site Engineer shall work in close co-ordination with the quality inspection team and advice regarding processing of interim and final bills with respect to adherence to contract conditions regarding</p>

		specifications and quality. The role shall also include assisting the Construction manager in the verification of interim and final bills.
Senior Quantity Surveyor	Preferably B Tech (Civil) with 5-10 years' experience in building works, familiar with estimation software, and with preparation of BOQs of civil, structural and MEP works	Prepare Bills of Quantity (BOQ) of all architectural, civil, structural and MEP work with the help of Quantity surveyor.
Quantity Surveyor	Preferably Diploma in Civil Engineering with 3 years' experience in building works, familiar with estimation software, and with preparation of BOQs of civil, structural and MEP works	Assist the Senior Quantity Surveyor in preparing BOQs of all aspects of the project. Assist the Construction Manager in processing of contractor's bills.
Contracts Management / Administration Expert	Graduate in Civil Engineering from a recognized University with 10 years' experience on contract management works.	He / She should have an in depth knowledge of FIDIC condition of contracts, preparation of procurement documents including terms of references for the procurement of various consultancy services under the project, evaluation of prequalification applications, preparation of civil works documents, bid evaluation and analysis of rates, etc. Experience of at least two World Bank / ADB aided projects.

### 6.15. Communications and Reporting

The indicative reporting requirement for the assignment is summarized below:

Deliverables	Timeline	Description
Inception report	3 months from mobilization	<ul style="list-style-type: none"> <li>▪ Detailed work plan and schedule</li> <li>▪ Conduct preliminary design review and</li> </ul>

		<ul style="list-style-type: none"> <li>▪ Review of existing situation and information</li> </ul>
Monthly progress reports and quarterly progress reports	<p>Brief report once a month</p> <p>More detailed report after completion of each quarter for both, GOM and ADB</p> <p>Brief PIU / DoE (Construction WING) and ADB as required</p>	<ul style="list-style-type: none"> <li>▪ Progress of delivery of each of the outputs</li> <li>▪ Key issues and constraints in implementation and construction</li> <li>▪ Updated project schedule</li> <li>▪ Updated physical and financial progress</li> </ul>
Interim report	<p>Halfway through out the contract period showing detailed status of the civil works component and compliance with TOR and all ADB / GOM requirements</p>	<ul style="list-style-type: none"> <li>▪ Progress on each component</li> <li>▪ Issues and constraints</li> </ul>
Annual progress report	<p>Each year showing:</p> <ul style="list-style-type: none"> <li>▪ detailed status of the civil works component and compliance with TOR and all ADB / GOM requirements</li> <li>▪ how climate change and environment concerns have been mainstreamed</li> <li>▪ specific steps taken for encouraging the use of local labor and up-skilling them</li> <li>▪ capacity building initiatives for DoE (Construction Wing) and PIU</li> <li>▪ constructive coordination and engagement with other firms hired under the projects / other project components</li> </ul>	<ul style="list-style-type: none"> <li>▪ Summary of requirements outlined above for all aspects of work and activities under the project</li> </ul>
Draft final report	<p>Three months prior to contract completion date showing detailed status of the civil works component and compliance with TOR and all ADB / GOM requirements</p> <p>showing:</p> <ul style="list-style-type: none"> <li>▪ detailed status of the civil works component and compliance with TOR and all ADB / GOM</li> </ul>	<ul style="list-style-type: none"> <li>▪ Detailed draft report for outputs, including status reports of all design and construction works, issues, all deliverables under the contract</li> </ul>

	requirements <ul style="list-style-type: none"> <li>▪ financial records</li> <li>▪ how climate change and environment concerns have been mainstreamed</li> <li>▪ specific steps taken for encouraging the use of local labour and up-skilling them</li> <li>▪ capacity building initiatives for DoE (Construction Wing) and PIU</li> <li>▪ constructive coordination and engagement with other firms hired under the projects / other project components</li> </ul>	
Final report		One month prior to contract completion date - showing <ul style="list-style-type: none"> <li>▪ detailed status of the civil works component and compliance with TOR and all ADB / GOM requirements</li> <li>▪ financial records</li> </ul>

**6.16. Facilities to be provided by Client**

The client (Govt. of Meghalaya) will provide the team with the following facilities and services:

- a) Office space including furniture and utilities
- b) Access to all reports, studies, data, maps, and institutions relating to the works, access to all sites for surveys and investigations
- c) Counterpart staff to work with the consultants' team
- d) Assistance to procure all necessary administrative documents including, but not limited to, visas, exchange control documentation, import licences, exemption certificates, work permits, driving licences, residence visas.

**6.17. Consultant's obligation**

Since the Consultant's Services includes oversight of civil works, the consultant shall ensure that before taking any action under a civil works contract designating the Consultant and or DSC as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.

**6.18. Scope not exhaustive**

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The Scope of Services specified in the above Paragraphs are not exhaustive and the Consultant shall undertake such other tasks as may be necessary to for the successful completion of the project.

**6.19. Payment Terms:**

6.19.1 Payment under the Contract shall be made in Indian Rupees.

6.19.2 The Selected Bidder is responsible for meeting all tax obligations arising out of the Contract in accordance with the tax laws of India.

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

6.19.4 All payments shall be at the rates set forth in the Financial Proposal.

**6.20. Termination:**

Refer Clause 19 of the GCC.

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### Recommended Additional Content for Detailed Design Assignments

#### **Compliance with Environmental, Health and Safety Guidelines (EHSG) and other Good International Industry Practice (GIIP)**

If the scope of services of the consultant include design of structural elements (such as existing or new buildings, roads, bridges, penstocks, power stations, power transmission and distribution systems and dams), specify applicable requirements that shall be taken into account in the design, consistent with national legal requirements, the Environmental, Health and Safety Guidelines (EHSG) and other Good International Industry Practice (GIIP).

This may include, as appropriate:

- (i) taking into account climate change considerations in the structural design;
- (ii) incorporating any mandatory requirements on accessibility of national laws or regulations into the design of new buildings and structures;
- (iii) where technically and financially feasible, applying any additional measures needed to meet the universal accessibility requirements ( i.e. unimpeded access for people of all ages and abilities in different situations and under various circumstances, as set out in GIIP) in the design of new buildings and structures;
- (iv) any applicable requirements for certification or approval by competent authorities or professionals; and
- (v) requirements on safety of dams.

For details refer to the Environmental, Health and Safety Management Plan (EHSMP) of the project.

### Recommended Additional Content for Civil Works or Construction Supervision Assignments

#### **Required Approval**

If the Services consist of or include the supervision of civil works, the following action that require prior approval by the Client shall be added:

*“Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.”*

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## Recommended Additional Content for Civil Works or Construction Supervision Assignments

### Environmental, Health and Safety (EHS) Obligations

Ensure that the Contractor delivers its EHS obligations under its contract. This includes, but is not limited to the following:

1. Review the Contractor's Environment, Health and Safety Management Plan, including all updates and revisions at frequencies specified in the Contractor's contract (normally not less than once every 6 months);
2. Review all other applicable contractor's documents related to Environment, Health and Safety aspects including the health and safety manual, security management plan, etc;
3. Review and consider Environment, Health and Safety risks and impacts of any design change proposals and advise if there are implications for compliance with project requirements;
4. Undertake audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities related to the Works, to verify the Contractor's compliance with Environment, Health and Safety requirements with and without contractor and/or Employer relevant representatives, as necessary, but not less than once per month
5. Undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other Environment, Health and Safety related documentation, as necessary, to confirm the Contractor's compliance with Environment, Health and Safety requirements;
6. Agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's Environment, Health and Safety obligations.
7. Ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with Environment, Health and Safety obligations;
8. Check that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations.
9. Review and critique, in a timely manner, the Contractor's Environment, Health and Safety documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation.
10. Undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential Environment, Health and Safety issues.
11. Establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality
12. [add any other tasks as appropriate ensuring consistency with the Consultant's contract conditions and the Contractor's contract].

### Experts with EHS Experience

Key Expert/s with sufficient qualifications and experience to provide Environment, Health and Safety oversight shall be required.

The Key Expert/s academic and professional qualifications and experience to recognize and to deliver good international industry practice with respect to Environment, Health and Safety should be specified. The same expert positions should be included for evaluation in the SES and PES.



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## **Recommended Additional Content for Civil Works or Construction Supervision Assignments**

### **EHS Reporting Requirements**

If the Services consist of or include the supervision of civil works, include the following on Environment, Health and Safety reporting:

1. Immediately notify the Client of any failure by the Contractor to comply with its Environment, Health and Safety obligations;
2. Immediately notify the Client of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Client's Personnel, Contractor's Personnel or Experts. Confidentiality of full details should be maintained for sensitive cases. The Consultant shall provide full details of such incidents or accidents to the Client within the timeframe agreed with the Client;
3. Immediately inform and share with the Client any immediate notification related to Environment, Health and Safety incidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting.
4. Share with the Client in a timely manner the Contractor's Environment, Health and Safety metrics, as required of the Contractor as part of the Progress Reports.

### **EHS Code of Conduct Requirement**

The Code of Conduct should be signed by each Expert to indicate that they have:

1. received a copy of the code;
2. had the code explained to them;
3. acknowledged that adherence to this Code of Conduct is a condition of employment; and
4. understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

Standard Code of Conduct Form on next page. This form can be filled out, signed and submitted prior to contract negotiations.

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## **ENVIRONMENTAL, HEALTH AND SAFETY CODE OF CONDUCT FOR CONSULTANT'S PERSONNEL**

We are the Consultant, [enter name of Consultant]. We have signed a contract with [enter name of Client] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental, health and safety risks related to the Works.

This EHS Code of Conduct is part of our measures to deal with environmental, health and safety risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each JV Partner, Sub-Consultant and any other personnel assisting us in the execution of the Works. All such persons are referred to as "Consultant's Personnel" and are subject to this EHS Code of Conduct.

This EHS Code of Conduct identifies the behavior that we require from all Consultant's Personnel.

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

### **REQUIRED CONDUCT**

Consultant's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this EHS Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Consultant's Personnel and any other person;
3. maintain a safe working environment including by:
  - (a) ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - (b) wearing required personal protective equipment;
  - (c) using appropriate measures relating to chemical, physical and biological substances and agents; and
  - (d) following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. report violations of this EHS Code of Conduct; and
7. not retaliate against any person who reports violations of this EHS Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Consultant's Personnel or the project's Grievance Redress Mechanism.

### **RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this EHS Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done by call [ ] to reach the Consultant's hotline (if any) and leave a message.

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

### **CONSEQUENCES OF VIOLATING THE ENVIRONMENTAL, HEALTH AND SAFETY CODE OF CONDUCT**

Any violation of this EHS Code of Conduct by Consultant's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

### **FOR CONSULTANT'S PERSONNEL**

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

Name of Consultant's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Consultant:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

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STANDARD FORM OF CONTRACT

# Consultant's Services

Time-Based



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## Preface

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



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**CONTRACT FOR CONSULTANT'S SERVICES  
Time-Based**

**Project Name** \_\_\_\_\_

**[Loan/Grant/Financing]No.** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**between**

\_\_\_\_\_  
***[Name of the Client]***

**and**

\_\_\_\_\_  
***[Name of the Consultant]***

**Dated:** \_\_\_\_\_



## I. Form of Contract

### TIME-BASED

*[Text in brackets and/or in italics is for guidance purposes only and should be deleted in the final contract]*

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

*[Note: If the Consultant consists of more than one entity, the previous paragraph should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the Joint Venture) 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; and
- (c) the Client has received [or has applied for] a loan [or grant or financing] from the Asian Development Bank: toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/grant/financing] 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/grant/financing] agreement, including prohibitions of withdrawal from the [loan/grant/financing] 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/grant/financing] agreement or have any claim to the [loan/grant/financing] 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: Anticorruption Policy);
  - (b) The Special Conditions of Contract;

- (c) Appendices:
  - Appendix A: Terms of Reference
  - Appendix B: Key Experts
  - Appendix C: Remuneration Cost Estimates
  - Appendix D: Other Expenses, Provisional Sums and Contingency Cost Estimates
  - Appendix E: Form of Advance Payments Guarantee

If there is any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names on 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]*

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

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

*[Name of the lead member]*

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

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- (a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (b) “Applicable Guidelines” are guidelines or policies of the Asian Development Bank governing the selection and contract award process as specified in the Special Conditions of Contract(**SCC**).
- (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 **SCC**, as they may be issued and in force from time to time.
- (d) “Bank” means the Asian Development Bank.
- (e) “Borrower [*or Recipient or Beneficiary*]” refers to the Government, Government agency or other entity that signs the financing [*or loan or grant or project*] agreement with the Bank.
- (f) “Client” refers to the [*the implementing or the executing*] agency that signs the Contract for the Services with the Selected Consultant.
- (g) A “Consultant” is a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (h) A “Contract” is the legally binding signed written agreement 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).
- (i) A “Day” is a working day unless indicated otherwise.
- (j) “Effective Date” refers to the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (k) “Experts” are collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture (JV) member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (l) “Foreign Currency” is any currency other than the currency of the Client’s country.
- (m) “GCC” refers to these General Conditions of Contract.
- (n) “Government” refers to the government of the Client’s country.
- (o) “Joint Venture (JV)” is an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all

businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (p) “Key Expert(s)” refers to an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (q) “Local Currency” is the currency of the Client’s country.
- (r) “Non-Key Expert(s)” is an individual professional provided by the Consultant or its Sub-Consultant to perform the Services or any part thereof under the Contract.
- (s) “Party” refers to the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (t) The Special Conditions of Contract (SCC) can amend or supplement but not overwrite the GCC.
- (u) “Services” refers to the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (v) “Sub-Consultant” is 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 as specified in the **SCC**.

## 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 JV, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations toward the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**9. Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

**10. Corrupt and Fraudulent Practices**

10.1. The Bank requires compliance with its Anticorruption Policy as set forth in **Attachment 1** to the GCC.

**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 the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in the termination of the Contract and/or remedial actions including 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**

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 22 days written notice to the other Party, declare this Contract to be null and void, and in the event of

- Effective** 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 the 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. Examples include, but are not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, and lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.



**b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

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

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 14 calendar days following its occurrence, providing evidence of the nature and cause the 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 the Party was unable to perform the action as a result of Force Majeure.

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

## **18. Suspension**

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

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 occurs. In this case, the Client shall give at least 30 calendar days' written notice of termination to the Consultant for events referred to in (a) to (d); at least 60 calendar days' written notice in case of the event referred to in (e); and at least 5 calendar days' written notice for the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members) becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; or
- (f) If the Consultant fails to confirm the availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices or other integrity violations, in competing for or in executing the Contract, the Client may, after giving 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 30 calendar days' written notice to the Client, in case any of the events specified in paragraphs (a) to (d) of this Clause occurs.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within 45 calendar days after receiving written notice from the Consultant that the

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 60 calendar days;
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1; or
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 days (or a longer period that the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying the breach.

**c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right 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, the Consultant shall proceed as provided in Clause GCC 27. For equipment and materials furnished by the Client, the Consultant shall refer to Clause GCC 28.

**e. Payment upon Termination**

19.1.6 Upon termination of this Contract, the Client shall pay the Consultant the following:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses, provisional sums, and contingency for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42; 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

#### 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 this approval, the Consultant shall retain full responsibility for the Services.

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

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

### 21. Conflict of Interests

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

#### Consultant Not to Benefit from

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 to GCC 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to

<b>Commissions, Discounts, etc.</b>	<p>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 additional payment.</p> <p>21.1.2 If the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works, or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise this responsibility in the best interests of the Client. Any discounts or commissions obtained by the Consultant in procuring goods, works, or services shall be for the account of the Client.</p>
<b>Consultant and Affiliates Not to Engage in Certain Activities</b>	<p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the <b>SCC</b>.</p>
<b>Prohibition of Conflicting Activities</b>	<p>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.</p>
<b>Strict Duty to Disclose Conflicting Activities</b>	<p>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 interests of their Client, or that may reasonably be perceived as having this effect. Failure to disclose these situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<b>22. Confidentiality</b>	<p>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 the recommendations formulated in the course of, or as a result of, the Services public.</p>
<b>23. Liability of the Consultant</b>	<p>23.1 Subject to additional provisions, if any, set forth in the <b>SCC</b>, the Consultant's liability under this Contract shall be as determined under the Applicable Law.</p>

- 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 the insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. The Consultant shall permit and shall cause its Sub-Consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site, assets and/or all accounts and records relating to the performance of the Contract and the selection process to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, among others, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute an integrity violation subject to contract termination (as well as to a determination of ineligibility under the Bank's Anticorruption Policy and Integrity Principles and Guidelines).
- 26. Reporting Obligations**
- 26.1 The Consultant shall submit the reports and documents specified in **Appendix A** to the Client, 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, or supporting records or materials 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 deliver all such documents to the Client, together with a detailed inventory thereof not later than the date of termination or expiration of this Contract. The Consultant may retain a copy of these 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 at its discretion 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 an inventory of such equipment, vehicles, and materials available to the Client and shall dispose of the 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 and Obligations of Key Experts**

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

29.2 If required to comply with the provisions of Clause GCC 20 'Standard of Performance,' 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 that (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 these 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. When payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

29.4 The Consultant shall require all Experts and Sub-consultants to observe the highest level of ethical and behavioral standards and shall refrain from any form of bullying, harassment, discrimination and misconduct, including sexual harassment and abuse, and shall, at all times, behave in a manner that creates an environment free of

bullying, harassment, discrimination and misconduct.

29.5 If the Consultant becomes aware that an Expert or Sub-consultant may have been involved in any form of bullying, harassment, discrimination or misconduct, the Consultant shall immediately inform the Client of the issue and provide the Client with (a) as much information concerning the issue as is reasonably available to the Consultant, (b) a description of what investigation, review or other steps the Consultant is taking with respect to such issue, and (c) any additional information that the Client may require. If the Consultant receives or becomes aware of any allegation or report of possible bullying, harassment, discrimination or misconduct by any Expert or Sub-consultant, the Consultant shall take reasonable and immediate steps to investigate or verify such incident rigorously, diligently and expeditiously, and shall ensure that it has the power and legal authority to suspend or terminate such Expert or Sub-consultant. If the Client determines in its sole discretion that any possible allegation or report of possible bullying, harassment, discrimination or misconduct by any Expert or Sub-consultant could adversely affect people working at or associated with the project or the reputation of the Client or Government (or agency of the Government), then the Consultant shall, forthwith at the request of the Client, suspend or physically separate such Expert or Sub-consultant from the project and such persons.

**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 GCC 30.1, 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 this case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Approval of Additional Key Experts**

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

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

32.1 If the Client or the Consultant finds that any of the Experts or Sub-Consultant has breached Clause 29.4 or has been charged with having committed a criminal action, or if the Client determines that Consultant's Expert or Sub-consultant has engaged in corrupt, fraudulent, collusive or coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.



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

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

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

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

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

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

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

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

## **E. OBLIGATIONS OF THE CLIENT**

**35. Assistance and  
Exemptions**

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

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

Experts and their eligible dependents.

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

**36. Access to Project Site**

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site as required to perform 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 Experts in respect of liability for any such damage, unless the damage was caused by the willful default or negligence of the Consultant or any Sub-Consultants or their Experts.

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

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

**38. Services, Facilities and Property of the Client**

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

38.2 In case the services, facilities, and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it

may be appropriate to grant to the Consultant for the performance of the Services; (ii) the manner in which the Consultant shall procure any such services, facilities, and property from other sources; and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

### **39. Counterpart Personnel**

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

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

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

### **40. Payment Obligation**

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

## **F. PAYMENTS TO THE CONSULTANT**

### **41. Ceiling Amount**

41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Other Expenses, Provisional Sums and Contingency).

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

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

### **42. Remuneration and Other Expenses, Provisional Sums and Contingency**

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

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

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

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

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

#### 43. Taxes and Duties

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

43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes and other local taxes which are not included in the Consultant's Financial proposal in accordance with ITC 25, which are itemized and finalized at Contract negotiations, are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

#### 44. Currency of Payment

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

#### 45. Mode of Billing and Payment

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

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

(b) **Itemized invoices.** As soon as practicable and not later than fifteen (15) days after the end of each calendar month during

the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

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

#### 46. Interest on Delayed Payments

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

## G. FAIRNESS AND GOOD FAITH

### 47. Good Faith

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

## H. SETTLEMENT OF DISPUTES

### 48. Amicable Settlement

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

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

### 49. Dispute Resolution

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

## I. ELIGIBILITY

### 50. Eligibility

50.1 Compliance with the Bank's eligibility policy is required throughout the Contract's execution.

## II. General Conditions

### Attachment 1: Bank's Anticorruption Policy

*[“Notes to the Client”: the text in this Attachment 1 shall not be modified]*

#### Anticorruption Policy

ADB requires borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, bidders suppliers, contractors, consultants, subcontractors, subconsultants and agents(including their respective officers, directors, employees and personnel)under ADB-financed contracts, to observe the highest standard of ethics during the selection process and in execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.
  - (ii) “Fraudulent practice” means any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
  - (iii) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.
  - (iv) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
  - (v) Abuse, means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.
  - (vi) Conflict of interest, means any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
  - (vii) Integrity violation is any act which violates ADB's Anticorruption Policy, including items (i) to (vi) above and the following: obstructive practice, abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.
- (b) will reject a proposal for an award if it determines that the Consultant recommended for the award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Client engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>7</sup> in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations. ADB reserves the right to publish any debarment; and
- (e) will have the right to require that a provision be included in request for proposals and in Contracts financed, administered or supported by ADB, requiring Consultants and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel to permit ADB or its representative to inspect their accounts and records and other documents relating to the selection process and contract performance and to have them audited by auditors appointed by ADB.

All Bidders, Consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing or examination requested by ADB;
- (f) providing all other information relevant for the exercise of ADB's audit or inspection rights; and
- (g) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

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<sup>7</sup>Whether as a Consultant, Sub-Consultant or Key Expert; or in any other capacity specified in the Contract



All bidders, Consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contract with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors, and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

The Borrower hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Consultant or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

### III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1 (b)	<p><b><u>Applicable Guidelines</u></b></p> <p>Based on the provisions of the Loan or Grant Agreement, choose either:</p> <p>Guidelines on the Use of Consultants by ADB and its Borrowers (2013)</p> <p>or</p> <p>ADB Procurement Policy 2017 (Policy) and Procurement Regulations for ADB Borrowers 2017 (as amended from time to time) (Procurement Regulations)</p> <p><i>[Note to Client: Please choose one or the other. DO NOT use both. In the absence of a choice being provided herein, the Policy and Procurement Regulations shall apply.]</i></p>
1(c) and 3.1	<p><b><u>Applicable Law</u></b></p> <p>The Contract shall be construed in accordance with the law of <i>[insert country name]</i>.</p> <p><i>Note: Bank-financed contracts normally designate the law of the [Government's/Client's] country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]</i></p>

<p><b>4.1</b></p>	<p><b><u>Language</u></b></p> <p>The language is _____ <i>[insert the language]</i>.</p> <p><i>Unless otherwise approved by the Bank, the RFP and other relevant documents and communication should be in the English language.</i></p>																
<p><b>6.1 and 6.2</b></p>	<p><b><u>Contact Details</u></b></p> <table border="1" data-bbox="509 646 1409 1182"> <tr> <td>Client:</td> <td></td> </tr> <tr> <td>Attention:</td> <td></td> </tr> <tr> <td>Facsimile:</td> <td></td> </tr> <tr> <td>E-mail (where permitted):</td> <td></td> </tr> <tr> <td>Consultant:</td> <td></td> </tr> <tr> <td>Attention:</td> <td></td> </tr> <tr> <td>Facsimile:</td> <td></td> </tr> <tr> <td>E-mail (where permitted):</td> <td></td> </tr> </table>	Client:		Attention:		Facsimile:		E-mail (where permitted):		Consultant:		Attention:		Facsimile:		E-mail (where permitted):	
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<p><b>8.1</b></p>	<p><b><u>Lead Member of Joint Venture</u></b></p> <p><i>[Note: 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 <b>SCC6.1</b> should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____          _____ <i>[insert name of the member]</i></p>																

<p><b>9.1</b></p>	<p><b><u>Authorized Representatives</u></b></p> <p>The Authorized Representatives are:</p> <p>For the Client:        <i>[insert name, title]</i> _____</p> <p>For the Consultant:   <i>[insert name, title]</i> _____</p>
<p><b>11.1</b></p>	<p><b><u>Conditions of Effectiveness of Contract</u></b></p> <p><i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p> <p><i>or</i></p> <p><i>List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1[a]), etc.]</i></p> <p>The effectiveness conditions are the following: <i>[insert "N/A" or list the conditions]</i></p> <p><i>Recommended condition of effectiveness: No-objection from ADB for the award of Contract.</i></p>
<p><b>12.1</b></p>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be _____ from the date the Contract was signed <i>[insert time period, e.g. 4 months]</i>.</p>

13.1	<p><b>Commencement of Services:</b></p> <p>The number of days shall be _____ [e.g. 10] after the effective date of 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.</p>
14.1	<p><b><u>Contract Period</u></b></p> <p>Expiration of Contract:</p> <p>The time period shall be _____ [insert time period, e.g. 12 months] after the effective date of Contract</p>
21.1.3	<p><b><u>Conflict</u></b></p> <p>The Client may disqualify the Consultant from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p>
23.1	<p><b><u>Consultant's Liability</u></b></p> <p>No additional provisions.</p> <p>OR</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, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p>

	<p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law," if it is the law of the Client's country, or insert "applicable law in the Client's country," if the Applicable Law stated in Clause SCC1.1(c) is different from the law of the Client's country].</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions or limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank <u>prior to accepting any changes</u> to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited to loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold the Consultant harmless against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
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<p><b>24.1</b></p>	<p><b><u>Insurance Coverage</u></b></p> <p>The insurance coverage against the risks shall be as follows:  <i>[Note: Delete what is not applicable except (a)].</i></p> <p><b>(a) Professional liability insurance, with a minimum coverage of _____</b> <i>[insert amount and currency that should be not less than the total ceiling amount of the Contract];</i></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 of <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country”];</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country”];</i></p> <p>(d) employer’s liability and workers’ compensation insurance of the Experts and Sub-Consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<p><b>27.1</b></p>	<p><b><u>Exceptions to Proprietary Rights</u></b></p> <p><i>[Note: If applicable, insert any exceptions to proprietary rights provision_____</i></p>

<p><b>27.2</b></p>	<p><b><u>Future Use of Documents</u></b></p> <p><i>[Note: If there is to be no restriction on the future use of these documents by either Party, this Clause <b>SCC</b> 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p>The Consultant shall not use these <i>[insert what applies ..... documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Client.</p> <p>OR</p> <p>The Client shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Consultant.</p> <p>OR</p> <p>Neither Party shall use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.</p>
<p><b>35.1</b> <b>(a) through (f)</b></p>	<p><b><u>Assistance and Exemptions</u></b></p> <p><i>[Note: List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause <b>SCC</b> 35.1.]</i></p>
<p><b>35.1(g)</b></p>	<p><b><u>Other Assistance to Be Provided by Client</u></b></p> <p><i>[Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause <b>SCC</b> 35.1(g).]</i></p>



<p><b>41.2</b></p>	<p><b><u>Currency Ceilings</u></b></p> <p>The ceiling in foreign currency or currencies is: _____ <i>[insert amount and currency for each currency and whether it is inclusive or exclusive]</i> of local indirect taxes and other local taxes in accordance with GCC 43.2.</p> <p>The ceiling in local currency is: _____ <i>[insert amount and currency for each currency and whether it is inclusive or exclusive]</i> of local indirect taxes and other local taxes in accordance with GCC 43.2.</p> <p>Any indirect local taxes and other local taxes in accordance with GCC 43.2 chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Client <i>[insert as appropriate “for” or “to”]</i> the Consultant.</p>
<p><b>42.3</b></p>	<p><b><u>Price Adjustments</u></b></p> <p>Price adjustment on the remuneration .....<i>[insert “applies” or “does not apply”]</i></p> <p><i>[Note to Client: If the Contract is less than 18 months, price adjustment does not apply. If however, price adjustment does apply, the draft contract attached to the RFP must indicate which of the formulas provided below applies as the Consultant needs to have this information in order to prepare its Financial Proposal.]</i></p> <p><i>If the Contract duration is more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and-- except if there is very high inflation in the Client’s country, in which case more frequent adjustments should be provided for-- at the same intervals for remuneration in local currency. Remuneration in a foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in the local currency by using the corresponding index for the Client’s country. A sample provision is provided here for guidance:</i></p> <p>Payments for remuneration made in foreign and/or local currency shall</p>

be adjusted as follows:

- (1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract Effectiveness date) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}}$$

or

$$R_f = R_{fo} \times \left[ 0.1 + 0.9 \frac{I_f}{I_{fo}} \right]$$

where

$R_f$  is the adjusted remuneration;

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

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

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

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to  $I_f$  and  $I_{fo}$  in the adjustment formula for remuneration paid in foreign currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]*

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

	$R_l = R_{l_0} \times \frac{I_l}{I_{l_0}}$ <p>or</p> $R_l = R_{l_0} \times \left[ 0.1 + 0.9 \frac{I_l}{I_{l_0}} \right]$ <p>where</p> <p><math>R_l</math> is the adjusted remuneration;</p> <p><math>R_{l_0}</math> is the remuneration payable on the basis of the remuneration rates (<b>Appendix D</b>) in local currency;</p> <p><math>I_l</math> is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and</p> <p><math>I_{l_0}</math> is the official index for salaries in the Client's country for the month of the date of the Contract.</p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to <math>I_l</math> and <math>I_{l_0}</math> in the adjustment formula for remuneration paid in local currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]</i></p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor <math>X_0/X</math>. <math>X_0</math> is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. <math>X</math> is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
<p><b>42.4</b></p>	<p><b><u>Other Items to Be Covered As Remuneration</u></b></p> <p><i>If there are no other items to be covered as remuneration apart from those already specified in GCC 42.4, please insert "Not applicable"</i></p>

<p><b>43.1 and 43.2</b></p>	<p><b><u>Taxes and Duties</u></b></p> <p><i>[Note: The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local taxes and other local taxes in accordance with GCC 43.2, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</i></p> <p>The Client warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations:</i></p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-Consultants and the Experts shall be exempt from”</i></p> <p>or</p> <p>If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax, or the Consultant has to pay, include the following:</p> <p>“the Client shall pay on behalf of the Consultant, the Sub-Consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-Consultants and the Experts”] any local indirect taxes and other local taxes in accordance with GCC 43.2, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-Consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;</li> <li>(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</li> <li>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; and</li> <li>(d) any property brought into the Client’s country by the Consultant, any Sub-Consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:             <ul style="list-style-type: none"> <li>(i) the Consultant, Sub-Consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and</li> <li>(ii) if the Consultant, Sub-Consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants and Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the</li> </ul> </li> </ul>
	<p>8 of 4</p>

44.1	<p><b><u>Currency of Payments</u></b></p> <p>The currency [currencies] of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i></p>
45.1(a)	<p><b><u>Advance Payments</u></b></p> <p><i>[Note: The advance payment could either be in the foreign currency, or the local currency, or both; select the appropriate wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of <i>[insert amount]</i> in foreign currency and of <i>[insert amount]</i> in local currency shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
45.1(b)	<p><b><u>Itemized Statements</u></b></p> <p><i>[Note: Delete this Clause <b>SCC</b> 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p>The Consultant shall submit itemized statements to the Client at time intervals of _____ (e.g., “every quarter”, “every 6 months”, “every 2 weeks”, etc.).]</p>

45.1(e)	<p><b><u>Consultant's Accounts</u></b></p> <p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
46.1	<p><b><u>Interest Rate on Delayed Payments</u></b></p> <p>The interest rate is: <i>[insert rate]</i>.</p>
49.	<p><b><u>Dispute Resolutions</u></b></p> <p><i>[Note: In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <b>Selection of Arbitrators.</b> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:       <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Fédération Internationale Des Ingénieurs-Conseils (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of the list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each</li> </ol> </li> </ol>

	<p>appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the second arbitrator named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party that has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <b>Rules of Procedure.</b> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <b>Substitute Arbitrators.</b> If, for any reason, an arbitrator is unable to perform his or her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <b>Nationality and Qualifications of Arbitrators.</b> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) to 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[Note: If the Consultant consists of more than one entity, add:]</i> or of the home country of any of their members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[Note: If the Consultant consists of more than one entity, add:]</i> or of any of their members or Parties; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-Consultants</p>
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	<p>concerned, where the dispute involves a subcontract.</p> <p>5. <b>Miscellaneous.</b> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"><li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</li><li>(b) the <i>[insert type of language]</i> language shall be the official language for all purposes; and</li><li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li></ul>
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## IV. Appendices

### APPENDIX A: TERMS OF REFERENCE

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

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

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

### APPENDIX B: KEY EXPERTS

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

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to and from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: there are twenty-two (22) working (billable) days in 1 month and no less than eight (8) working (billable) hours in 1 working (billable) day.]

### APPENDIX C: REMUNERATION COST ESTIMATES

Monthly rates for the Experts:

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

**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 <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
<b>Home Office</b>									
<b>Work in the Client's</b>									

<sup>1</sup> Expressed as percentage of 1

<sup>2</sup> Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name and Title: \_\_\_\_\_

**APPENDIX D: OTHER EXPENSES AND PROVISIONAL SUMS**

1. *Insert the table with the Other Expenses and Provisional Sums. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed upon at the Contract negotiations, if any. The footnote shall list the changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. All other expenses and provisional sums shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and no reimbursement shall be made in excess of the Contract amount.

## APPENDIX E: FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 45.1 (a) and SCC 45.1(a)]

Guarantor Letterhead or SWIFT Identifier Code

### Bank Guarantee for Advance Payment

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

**Beneficiary:** \_\_\_\_\_ [insert name and address of Client]

**Date:** \_\_\_\_\_ [insert date]

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ [insert number]

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

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ [insert amount in figures] ( ) [insert amount in words]<sup>1</sup> upon our receipt of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount that the Consultant has failed to repay.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client that shall be presented to us. This guarantee shall expire, at

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

the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_ [month], \_\_\_\_\_ [year],<sup>2</sup> whichever is earlier. Consequently, we must receive any demand for payment under this guarantee at this office on or before that date.

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

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*[Signature(s)]*

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

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