

**Assignment Title: Consultancy Services for Initial Public Offering Feasibility Study for Uttarakhand Jal Vidyut Nigam Limited ( State Government Public Sector )**

Reference No.: **IN-CTRFA-332311-CS-LCS**

**Time Schedule for the Bids:**

BID REFERENCE	<b>IN-CTRFA-332311-CS-LCS</b>
Availability of Tender Documents	The Tender document for this work shall be available from website <a href="http://uktenders.gov.in">http://uktenders.gov.in</a> <b>from 12<sup>th</sup> January 2023 to 13<sup>th</sup> February 2023 upto 1300 Hrs</b>
Pre-Bid Meeting	<b>19<sup>th</sup> January 2023 at 12:30 Hrs.</b> (Online- Link provided at Pg. No 30, ITC reference 2.3)
Last date for down loading of bid document from the E- procurement platform: <a href="http://uktenders.gov.in">http://uktenders.gov.in</a>	<b>13<sup>th</sup> February 2023</b> up to 1300 hrs.
Bid submission start date	<b>22nd January 2023</b>
Last date and time for bid submission/uploading of bid in E-procurement platform	<b>13<sup>th</sup> February 2023</b> up to 1400 hrs.
Submission of original Document	<b>13<sup>th</sup> February 2023 up to 1500</b> Hrs.
Time and date of opening of Technical Bids	The bid will be opened on line by the Authorized Officers on <b>13<sup>th</sup> February 2023 at</b> 1500 hrs.
Date and time of opening of Financial Bids	Shall be informed later to technically qualified Consulting firms
Place for Submission of Original Documents, Opening of Bids and address for communication	Uttarakhand Public Financial Management Strengthening Project, 31/62 Rajpur Road, Third Floor, Urban Development Directorate Building, Dehradun, Uttarakhand 248001 India  Mob: +91- 9718323174 E-mail: ukpfmswb@gmail.com  Contact person: Mr. Ashish Yadav Procurement Management Specialist

**Request for Expression of Invitation of Proposals (Procurement Notice)  
(CONSULTING SERVICES – FIRMS SELECTION)**

**INDIA:**

**Uttarakhand Public Financial Management Strengthening Project,**

Loan No. 8928 IN

**Assignment Title: Consultancy Services for Initial Public Offering Feasibility Study for Uttarakhand Jal Vidyut Nigam Limited ( State Government Public Sector )**

**Reference No.:** **IN-CTRFA-332311-CS-LCS**

The Gouk has received a loan from IBRD for the Uttarakhand Public Financial Management Strengthening Project (UkPFMS) and intends to apply a part of the loan proceeds for this assignment. The Major objective is to explore that the funds can be raised from capital markets by issue of shares or other financial instruments to retail investors/domestic institutional investors /foreign institutional investor.

The Finance Department through the Center for Training and Research in Financial Administration (CTRFA) now invites eligible consulting firms (“Consultants”) to indicate their interest in providing Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services. The minimum required qualifications/criteria are available in Request for Proposal of the assignment can be accessed on the website <http://www.uttarakhandaudit.uk.gov.in> or from CTRFA.

The attention of interested Consultants is drawn to paragraph 3.14 and 3.17 of the World Bank Procurement Regulations, July 2016 revised in November 2017 and August 2018 (“Procurement Regulations”), setting forth the World Bank’s policy on conflict of interest. The bidder should have in-house capability to take up assignment on its own but not through any associates. Joint and collative Bids will not be accepted.

A Consultant will be selected in accordance with the Least Cost Selection (LCS) method set out in the Procurement Regulations. Further information can be obtained at the address below during office hours *10:00 to 17:00 hours*. Proposals must be submitted in HARD COPY at office id given below (in person, by post) latest by 4<sup>th</sup> February 2023

Project Director

Uttarakhand Public Financial Management Strengthening Project,  
31/62 Rajpur Road, Third Floor, Urban Development Directorate Building, Dehradun,  
Uttarakhand 248001, India,

Mob: +91- 9718323174 E-mail: ukpfmswb@gmail.com

Contact person: Mr. Ashish Yadav Procurement Management Specialist

SELECTION OF CONSULTANTS

# Request for Proposals

# Consulting Services

**RFP No:** IN-CTRFA-332311-CS-LCS

Consultancy Services for Initial Public Offering Feasibility Study for Uttarakhand Jal Vidyut Nigam Limited ( State Government Public Sector )

**Client:** Uttarakhand Public Financial Management Strengthening Project

**Country:** India

**Issued on:** 12<sup>th</sup> January 2023



---

## TABLE OF CONTENTS

PART I	5
Section 1. Request for Proposal Letter	5
Section 2. Instructions to Consultants and Data Sheet	7
A. General Provisions	7
1. Definitions	7
2. Introduction	9
3. Conflict of Interest	9
4. Unfair Competitive Advantage	11
5. Fraud and Corruption	11
6. Eligibility	11
B. Preparation of Proposals	13
7. General Considerations	13
8. Cost of Preparation of Proposal	13
9. Language	13
10. Documents Comprising the Proposal	13
11. Only One Proposal	13
12. Proposal Validity	14
13. Clarification and Amendment of RFP	15
14. Preparation of Proposals Specific Considerations	15
15. Technical Proposal Format and Content	16
16. Financial Proposal	16
C. Submission, Opening and Evaluation	17
17. Submission, Sealing, and Marking of Proposals	17
18. Confidentiality	19
19. Opening of Technical Proposals	19
20. Proposals Evaluation	20
21. Evaluation of Technical Proposals	20
22. Financial Proposals for QBS	20
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	20
24. Correction of Errors	22
25. Taxes	22

---

26.	Conversion to Single Currency	23
27.	Combined Quality and Cost Evaluation	23
D.	Negotiations and Award	23
28.	Negotiations	23
29.	Conclusion of Negotiations	24
30.	Standstill Period	25
31.	Notification of Intention to Award	25
32.	Notification of Award	25
33.	Debriefing by the Client	26
34.	Signing of Contract	27
35.	Procurement Related Complaint	27
E.	Data Sheet	28
Section 3.	Technical Proposal – Standard Forms	41
	Checklist of Required Forms	41
Section 4.	Financial Proposal - Standard Forms	53
Section 5.	Eligible Countries	58
Section 6.	Fraud and Corruption	59
Section 7.	Terms of Reference	61
	Lump-Sum Form of Contract	71
I.	Form of Contract	77
II.	General Conditions of Contract	79
A.	GENERAL PROVISIONS	79
2.	Relationship between the Parties	80
3.	Law Governing Contract	80
4.	Language	80
5.	Headings	80
6.	Communications	80
7.	Location	81
8.	Authority of Member in Charge	81
9.	Authorized Representatives	81
10.	Fraud and Corruption	81
B.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	81
11.	Effectiveness of Contract	81
12.	Termination of Contract for Failure to Become Effective	81

---

13.	Commencement of Services	82
14.	Expiration of Contract	82
15.	Entire Agreement	82
16.	Modifications or Variations	82
17.	Force Majeure	82
18.	Suspension	83
19.	Termination	84
C.	OBLIGATIONS OF THE CONSULTANT	86
20.	General	86
21.	Conflict of Interest	87
22.	Confidentiality	88
23.	Liability of the Consultant	88
24.	Insurance to be taken out by the Consultant	88
25.	Accounting, Inspection and Auditing	88
26.	Reporting Obligations	89
27.	Proprietary Rights of the Client in Reports and Records	89
28.	Equipment, Vehicles and Materials	89
D.	CONSULTANT’S EXPERTS AND SUB-CONSULTANTS	90
29.	Description of Key Experts	90
30.	Replacement of Key Experts	90
31.	Removal of Experts or Sub-consultants	90
E.	OBLIGATIONS OF THE CLIENT	90
32.	Assistance and Exemptions	90
33.	Access to Project Site	91
34.	Change in the Applicable Law Related to Taxes and Duties	91
35.	Services, Facilities and Property of the Client	92
36.	Counterpart Personnel	92
37.	Payment Obligation	92
F.	PAYMENTS TO THE CONSULTANT	92
38.	Contract Price	92
39.	Taxes and Duties	92
40.	Currency of Payment	92
41.	Mode of Billing and Payment	93
42.	Interest on Delayed Payments	94

---

G. FAIRNESS AND GOOD FAITH	94
43. Good Faith	94
H. SETTLEMENT OF DISPUTES	94
44. Amicable Settlement	94
45. Dispute Resolution	94
III. Special Conditions of Contract	97
IV. Appendices	103
PART III	105
Section 9. Notification of Intention to Award and Beneficial Ownership Forms	105
Notification of Intention to Award	<b>Error! Bookmark not defined.</b>



## PART I

### Section 1. Request for Proposal Letter Consulting Services

**Name of Assignment: Consultancy Services for Initial Public Offering Feasibility Study for Uttarakhand Jal Vidyut Nigam Limited (State Government Public Sector)**

**RFP Reference No.: IN-CTRFA-332311-CS-LCS**

**Loan No. 828 IN**

**Country: India**

**Date: 12<sup>th</sup> January 2023**

1. The Government of Uttarakhand (hereinafter called “Borrower”) is being financed from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a “credit” (hereinafter called “credit”) toward the cost of Uttarakhand Public Financial Management Strengthening Project. The Project Management Unit, Uttarakhand Public Financial Management Strengthening Project, an implementing agency of the Client, intends to apply a portion of the proceeds of this credit to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Government of India and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the financing agreement or have any claims to the proceeds of the credit

2. The Client now invites proposals to provide the following consulting services (herein after called “Services”): **Consultancy Services for Initial Public Offering Feasibility Study for Uttarakhand Jal Vidhut Nigam Limited ( State Government Public Sector units )are provided in the Terms of Reference** (Section 7).
3. A firm will be selected under Least Cost Selection (LCS) procedures and in a Full Technical Proposal (FTP)format as described in this RFP, in accordance with the Bank’s “[Procurement Regulations for IPF Borrowers](#)” July 2016 (“Procurement Regulations”), which can be found at the following website: [www.worldbank.org](http://www.worldbank.org)

The RFP includes the following documents:

- Section 1 – Request for Proposals Letter
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal FTP - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 – Eligible Countries
- Section 6 – Fraud and Corruption
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract: Lump-Sum

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

Yours sincerely,

**Deputy Project Director  
UKPFMS**

**Uttarakhand, India**  
Pin Code-248001,

E-mail: [ukpfmswb@gmail.com](mailto:ukpfmswb@gmail.com)

## Section 2. Instructions to Consultants and Data Sheet

### Instructions to Consultants

#### A. General Provisions

##### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other countries as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the *[loan/financing/grant<sup>1</sup>]* agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for Services with the selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (g) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to overwrite, the provisions of the ITC.
- (i) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is

---

<sup>1</sup>[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Fund Administered by IBRD or IDA]

- an official working day of the Borrower. It excludes the Borrower's official public holidays.
- (j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
  - (k) "Government" means the government of the Client's country.
  - (l) "in writing" means communicated in written form (e.g. by mail, email, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
  - (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 CV is taken into account in the technical evaluation of the Consultant's proposal.
  - (o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
  - (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.
  - (q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
  - (r) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
  - (s) "SPD - RFP" means the Standard Procurement Document -Request for Proposals, which must be used by the Client as a 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 the Consultant remains responsible to

the Client during the whole performance of the Contract.

- (v) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, the respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (w) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.

## 2. Introduction

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

## 3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impact its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

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

**a. Conflicting Activities**

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

**b. Conflicting Assignments**

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

**c. Conflicting Relationships**

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

**4. Unfair  
Competitive  
Advantage**

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

**5. Fraud and  
Corruption**

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

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

**6. Eligibility**

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

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

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

**a. Sanctions**

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d. shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or

otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS**.

**b. Prohibitions**

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

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

**c. Restrictions for State-Owned Enterprises**

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

**d. Restrictions for Public Employees**

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

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**e. Borrower Debarment**

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the



debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

## **B. Preparation of Proposals**

- 7. General Considerations**
- 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8. Cost of Preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key

Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

- 12. Proposal Validity**
- 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
- a. Extension of Validity Period**
- 12.4 The Client will make its best effort to complete the negotiations and award the contract within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Substitution of Key Experts at Validity Extension**
- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

- c. Sub-Contracting**
- 12.9 The Consultant shall not subcontract the whole of the Services.
- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If

shortlisted Consultants associate with each other, any of them can be a lead member.

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

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

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

## **15. Technical Proposal Format and Content**

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

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

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

## **16. Financial Proposal**

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

- a. Price Adjustment** 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
- b. Taxes** 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client’s country is provided in the **Data Sheet**.
- c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

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

- 17. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.

- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “**FINANCIAL PROPOSAL**” “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline

shall be declared late and rejected, and promptly returned unopened.

## **18. Confidentiality**

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

## **19. Opening of Technical Proposals**

- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in the case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

- 20. Proposals Evaluation**
- 20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 21. Evaluation of Technical Proposals**
- 21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 22. Financial Proposals for QBS**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
- 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**
- 23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:
- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
  - (ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;



- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
  - (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.
- 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
  - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
  - (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
  - (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.
- 23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.
- 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.
- 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total

prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

**24. Correction of Errors**

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

**a. Time-Based Contracts**

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

**b. Lump-Sum Contracts**

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

**25. Taxes**

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

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

**27. Combined Quality and Cost Evaluation**

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

b. **Fixed-Budget Selection(FBS)** 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

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

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

**D. Negotiations and Award**

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

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

**Availability of Key Experts** 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and

the Client proceeding to negotiate a Contract with the next-ranked Consultant.

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

**b. Technical Negotiations**

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

**c. Financial Negotiations**

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

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

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

**29. Conclusion of Negotiations**

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

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and

provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

**30. Standstill Period** 30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**31. Notification of Intention to Award** 31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

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

**32. Notification of Award** 32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall send a notification of award to the

successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

#### Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons there for;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
- (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

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

### **33. Debriefing by the Client**

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In

that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

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

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

**34. Signing of Contract**

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

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

**35. Procurement Related Complaint**

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

## Section 2. Instructions to Consultants

### E. Data Sheet

ITC Reference	A. General
1 (b)	India
1 (l)	<b>Deleted</b>
2.1	<p><b>Name of the Client: Uttarakhand Public Financial Management Strengthening Project</b></p> <p><b>Method of selection:</b> Least Cost Selection (LCS) as per the Procurement Regulations (available on <a href="http://www.worldbank.org">www.worldbank.org</a>)</p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal: YES</b></p> <p><b>The name of the assignment is: <u>Consultancy Services for Initial Public Offering Feasibility Study for Uttarakhand Jal Vidyut Nigam Limited (State Government Public Sector)</u></b></p> <p>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: <a href="http://www.uktenders.gov.in">http://www.uktenders.gov.in</a></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process: Detailed guidelines for viewing bids and submission of online bids are given on the website.</p> <p>The Invitation for Bids under Project Management Unit (PMU), UkPFMS is published on this website.</p> <p>Any citizen or prospective Consulting firm can logon to this website and view the Invitation for Bids and can view the details of Lots for which bids are invited.</p> <p>The perspective Consulting firm can submit bids on line; however, the Consulting firm is required to have enrolment/registration in the website by should have valid Digital Signature Certificate (DSC), as per Information Technology Act-2000 for signing and encryption issued by the same Certifying Authority, in the form of smart card/e-token. To participate in online bidding</p>



	<p>process, Consulting firms using which they can digitally sign their electronic bids. Consulting firms can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc.</p> <p>The DSC can be obtained from any authorized certifying agencies. The Consulting firm should register in the web site <a href="http://www.uktenders.gov.in">http://www.uktenders.gov.in</a> using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the Consulting firm can login the site through the secured login by entering the password of the e-token &amp; the user id/ password chosen during registration.</p> <p>Consulting firm (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, the documents mentioned in ITC 10.2 shall be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.</p> <p>UKPFMS will not be responsible for delay in online submission due to any reason. For this, Consulting firms are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.</p> <p>In case, any of the Consulting firms fails to physically submit the above documents as per timelines mentioned in NIB, its Bid shall not be accepted</p> <p>The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</p> <p>No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful Consulting firm.</p> <p>9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual Consulting firms to verify such information) and the information provided therein are intended only to help the Consulting firms to prepare a logical bid-proposal Feasibility Study for Uttarakhand Jal Vidhyut Nigam Limited ( State Public Sector )</p>
2.3	<p><b>A Government pre-proposal conference will be held:</b></p> <p>Yes, <u>date</u> of pre-proposal conference: <b>19<sup>th</sup> January 2023</b> at 12:30 PM</p> <p>Address: Online</p>

	<p><b>Pre-Bid Meeting Link</b> :</p> <p>The Office of Project Director UKPFMS is inviting you to a scheduled Zoom meeting.</p> <p>Topic: Prebid meeting on Consultancy Services for Initial Public Offering Feasibility Study for Uttarakhand Jal Vidyut Nigam Limited ( State Government Public Sector )</p> <p>Time: Jan 19, 2023 12:30 PM India</p> <p>Join Zoom Meeting</p> <p><a href="https://us02web.zoom.us/j/81937492883?pwd=aVpBdExtEDFmVDFUek9VUx1WHVCQT09">https://us02web.zoom.us/j/81937492883?pwd=aVpBdExtEDFmVDFUek9VUx1WHVCQT09</a></p> <p>Meeting ID: 819 3749 2883</p> <p>Passcode: 123456</p> <p>Mob: +91- 9718323174 E-mail: ukpfmswb@gmail.com</p> <p>Contact person: Mr. Ashish Yadav Procurement Management Specialist</p>
<b>2.4</b>	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <p>Section 7 : Terms of Reference</p>
<b>4.1</b>	Not Applicable
<b>6.3.1</b>	<p><b>A list of debarred firms and individuals is available at the Bank's external website:</b> <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></p>
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<p><b>This RFP has been issued in the English language. Proposals shall be submitted in English Language.</b></p> <p><b>All correspondence exchange shall be in English language.</b></p>
<b>10.1</b>	<b>The Proposal shall comprise the following:</b>

**For FULL TECHNICAL PROPOSAL (FTP):****1<sup>st</sup> Inner Envelope with the Technical Proposal:**

- (1) Power of Attorney to sign the Proposal
- (2) TECH-1
- (3) TECH-2
- (4) TECH-3
- (5) TECH-4
- (6) TECH-5
- (7) TECH-6

AND

**2<sup>nd</sup> Inner Envelope with the Financial Proposal**

- (1) FIN-1
- (2) FIN-2
- (3) FIN-3
- (4) FIN-4
- (5) Statement of Undertaking

The Consulting firm must submit their bids online at e-Procurement portal i.e. <http://www.uktenders.gov.in>

All the documents uploaded should be digitally signed with the DSC of authorized signatory.

Single stage-Two part/ cover system shall be followed for the Bid: -

a. Technical Bid, including fee details, eligibility & technical documents as stated above. The technical bids shall consist of the documents as stated above in the sequence mentioned in the annexure.

e) Financial bid shall include the following document

<b>Sr No</b>	<b>Detail of Documents and Formats to be uploaded on E-Procurement System</b>	<b>File name to be uploaded as Single Stage-Two part/ cover system</b>
1	Financial Proposal as per World Bank Format FIN-1. FIN-2 FIN-3 and FIN-4	On Consulting firm's letter head duly signed by authorized signatory as per - (FBCOVER.PDF)
2	Financial Bid Format	As per BoQ (.XLS) format available on e-Procurement porta

	<p>Note:- In case of any discrepancy between rate quoted in BOQ format at e-procurement portal and rate quoted in letter head of the firm, the rate mentioned at letter head of the firms shall be consider for financial evaluation</p> <p>The Consulting firm should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the under Data Sheet 10.2 below)</p>
<b>10.2</b>	<p><b>Statement of Undertaking is required</b></p> <p>Yes</p> <p><b>THE FOLLOWING ORIGINAL DOCUMENTS SHALL BE SUBMITTED THROUGH POST/COURIER/PERSON TO THE PURCHASER FOR VERIFICATION AND SCRUTINY ON OR BEFORE THE LAST DATE AND TIME OF SUBMISSION OF BIDS FAILING WHICH THE TECHNICAL BIDS SHALL BE TREATED AS NON-RESPONSIVE</b></p> <ol style="list-style-type: none"> <li>1. An affidavit of Non-Blacklisting, No Conflict of interest, Insolvency and Bankruptcy on an INR 100 Non-Judicial Stamp Paper duly notarized</li> <li>2. Board Resolution, 'Power of Attorney to Authorize Signatory'</li> </ol> <p>Original document (to be submitted physically to communication address mentioned in ITC on or before the last date and time of bid submission)</p> <p>Note: Scanned copies of document to be submitted online on e-Procurement Portal</p>
<b>11.1</b>	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b></p> <p>No</p>
<b>12.1</b>	<p><b>Proposals must remain valid for 120 days from the last date of submission of proposal including extension if any.</b></p>
<b>13.1</b>	<p>Clarifications may be requested no <b>later than by 18<sup>th</sup> January 2023</b></p> <p>The contact information for requesting clarifications is:</p> <p>Address: Project Director, Uttarakhand Public Financial Management Strengthening Project,</p>

	<p>31/62 Rajpur Road, Third Floor, Urban Development Directorate Building, Dehradun, Uttarakhand 248001 India</p> <p>Mob: +91- 9718323174 E-mail: ukpfmswb@gmail.com</p> <p>Contact person: Mr. Ashish Yadav Procurement Management Specialist</p>
<b>14.1.1</b>	<p><b>Shortlisted Consultants may associate with</b></p> <p><b>(a) non-shortlisted consultant(s):</b> No</p> <p><b>Or</b></p> <p><b>(b) other shortlisted Consultants:</b> No</p>
<b>14.1.2</b> (do not use for Fixed Budget method)	<p><b>Total Man Months - 20 Months</b></p> <p>(refer TOR for details)</p>
<b>14.1.3</b> for time-based contracts only	Not Applicable
<b>14.1.4 and 27.2</b> use for Fixed Budget method	Not Applicable
<b>15.2</b>	<p>The format of the Technical Proposal to be submitted is: FTP.</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<b>16.1</b>	<p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p>

	<p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p>						
<b>16.2</b>	<p><b>A price adjustment provision applies to remuneration rates:</b></p> <p>No</p>						
<b>16.3</b>	<p><b>Information on the Consultant's tax obligations in the Client's country can be found</b> <a href="http://www.incometaxindia.gov.in">www.incometaxindia.gov.in</a>, <a href="http://www.finmin.nic.in">www.finmin.nic.in</a>, <a href="http://www.gst.gov.in">www.gst.gov.in</a>, <a href="http://gstcouncil.gov.in">gstcouncil.gov.in</a></p>						
<b>16.4</b>	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Consultant has to express the price for their Services in Indian Rupee.</p>						
<b>C. Submission, Opening and Evaluation</b>							
<b>17.1</b>	<p><b>The Consultants shall have the option of submitting their Proposals electronically.</b></p>						
<b>17.4</b>	<p>The Consulting firm must submit their bids online at e-Procurement portal i.e. <a href="http://www.uktenders.gov.in">http://www.uktenders.gov.in</a></p> <p>All the documents uploaded should be digitally signed with the DSC of authorized signatory. The Consulting firm/ agency should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the Consulting firm. Single stage-Two part/ cover system shall be followed Single Stage-Two part/ cover system shall be followed for the Bid for the Bid</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">: Sr No</th> <th style="text-align: center;">Detail of Documents and Formats to be uploaded on E-Procurement System</th> <th style="text-align: center;">File name to be uploaded as Single Stage-Two part/ cover system</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Technical Format as per World Bank Format Tech -1, Tech-2, Tech-3, Tech-4, Tech-5 , Tech o6</td> <td>On Consulting firm's letter head duly signed by authorized signatory as per - (TPCOVER.PDF)</td> </tr> </tbody> </table>	: Sr No	Detail of Documents and Formats to be uploaded on E-Procurement System	File name to be uploaded as Single Stage-Two part/ cover system	1	Technical Format as per World Bank Format Tech -1, Tech-2, Tech-3, Tech-4, Tech-5 , Tech o6	On Consulting firm's letter head duly signed by authorized signatory as per - (TPCOVER.PDF)
: Sr No	Detail of Documents and Formats to be uploaded on E-Procurement System	File name to be uploaded as Single Stage-Two part/ cover system					
1	Technical Format as per World Bank Format Tech -1, Tech-2, Tech-3, Tech-4, Tech-5 , Tech o6	On Consulting firm's letter head duly signed by authorized signatory as per - (TPCOVER.PDF)					

	2-a	Financial Proposal as per World Bank Format FIN-1. FIN-2 FIN-3 and FIN-4	On Consulting firm's letter head duly signed by authorized signatory as per - (FBCOVER.PDF)
	2-b	Financial Bid Format	As per BoQ (.XLS) format available on e-Procurement porta
<b>17.7 and 17.9</b>	<p><b>The Proposals must be submitted no later than (Online):</b>  <b>Date: 13<sup>th</sup> February 2023</b>  <b>Time: 1400 hours</b></p> <p><b>Submission of Original Document - 13<sup>th</sup> February 2023 upto 1500 Hrs</b>  <b>The Proposal submission address is:</b></p> <p>Address: Project Director,  Uttarakhand Public Financial Management Strengthening Project,  31/62 Rajpur Road, Third Floor, Urban Development Directorate Building,  Dehradun, Uttarakhand 248001 India</p> <p>Mob: +91- 9718323174 E-mail: ukpfmswb@gmail.com  Contact person: Mr. Ashish Yadav Procurement Management Specialist</p>		
<b>19.1</b>	<p><b>An online option of the opening of the Technical Proposals is offered: Yes</b>  <b>The opening shall take place at: 1500 Hrs</b></p> <p>Office of the Project Director,  Address: Project Director,  Uttarakhand Public Financial Management Strengthening Project,  31/62 Rajpur Road, Third Floor, Urban Development Directorate Building,  Dehradun, Uttarakhand 248001 India</p> <p>Mob: +91- 9718323174 E-mail: ukpfmswb@gmail.com  Contact person: Mr. Ashish Yadav Procurement Management Specialist</p>		
<b>19.2</b>	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A</b></p>		
<b>21.1</b> (for FTP)	<p><b><u>Part A:</u></b></p> <p>a. The firm should <b>must have experience in providing consulting services to Indian Public Sector Banks / Public Sector Units / Private Companies listed in BSE /Private Sector Banks/ Foreign Banks/ Financial Institutions / NBFCs/ARCs.</b> ending on 31.03. 2022 (Registration certificate, Copies of PAN, TAN and GST registration).</p>		

b. The firm Should have an Average Annual Turnover of at least Rs. Five Crores during the last three financial years (2021-22, 2020-21, and 2019-20). (Statutory Audit report to be attached).

C) Advice as Investment Banker, Underwriter, Financial Advisor in Capital Restructuring being provided should be core competency of the firm. The Consulting firm must have experience in providing consulting services to Indian Public Sector Banks / Private Sector Banks/ Foreign Banks/ Financial Institutions / NBFCs/ARCs/ Public Sector Units either State or Center

d. The Consulting firm should not be owned or controlled by any Director or Employee of UJVNL or other Power Corporation / regulatory commission/ administrative Department of State Government of Uttarakhand

e. The Consulting firm should not have been penalised or found guilty in any court of law and the Consulting firm shall not have been blacklisted / debarred by any Central Government Ministry/ Bank/ RBI/ IBA/SEBI any regulatory authority and not involved in any major litigation since April 2012 to till the date of submission of the Bid, that may have impact or compromise the delivery of services require

**Part B :**

The firms those qualify **Part A** will be considered for evaluation as per below mentioned criteria, sub-criteria and point system.

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

<b>EVALUATION CRITERIA</b>		<b>Points</b>
I	<p>Specific Experience of the Consultant (<i>As A Firm</i>)  <b>Relevant to the Assignment</b>            The Consulting agency should have undertaken at least one assignment in Public Sector Banks / Public Sector Units either State or Center Private Sector Banks/ Foreign Banks / Financial Institutions/ NBFCs/ARCs in the areas of preparation of Feasibility Study or any study related to the financial management in field of issuance of bonds/debentures/share or Relevant details of engagement(s) undertaken in the last five years            Supporting Documents of Business Strategy / Organizational Restructuring in the last 5 years in India  <b>[For maximum marks – First two assignments of 06 Marks each and further two similar assignments – 3 marks each for assignments successfully completed executed in the last 5 years)</b></p>	20
	<b>Total Points ( Criteria I )</b>	<b>20</b>



II	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): <i>{Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts}</i>	<b>Points</b>
	<b>Evaluation Sub Criteria (A presentation would be made by the Consultant through Online Mode)</b>	
A	Technical Approach and Methodology	20
	<b>Total Points (Criteria II)</b>	<b>20</b>

III	<b>Key Experts' qualifications and competence for the Assignment</b> <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i>	<b>Points</b>
	<b>KEY EXPERTS</b>	Marks
A	Team Leader	30
B	Domain Expert – Capital Market Expert	20
C	Domain Expert – Power Sector	10
	<b>Total Points (Criteria III)</b>	<b>60</b>

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

	<b>Sub-Criteria &amp; Percentage Weights for Key Experts</b>	Weightage
1	General and additional higher qualifications (education, training, certifications etc.) as specified for each key expert position in TOR.	10%
2	Adequacy for the Assignment (relevant experience in the sector/similar assignments) as specified for each key expert position in TOR.	80%
3	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture, administrative system, and state government) for each key expert in TOR.	10%

**Total points for the three criteria: 100**

**The minimum technical score (St) required to pass is: 70**

21.1 [for STP]	Not Applicable
	<b>Public Opening of Financial Proposals</b>
23.4	<p><b>An online option of the opening of the Financial Proposals is offered:</b> Yes</p> <p>UKPFMS will open the BoQ only for the eligible consulting agencies and consulting agency quoting lowest value may be selected. The decision of the 'ukpfms ' will be final and absolute in this respect..</p>
23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact Mr. Ashish Yadav and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the <a href="http://www.uttarakhandaudit.uk.gov.in">www.uttarakhandaudit.uk.gov.in</a></p>
(24.1,a) 24.1.1	Not Applicable
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<b>Not Applicable</b>
27.1 (LCS only)	<p><b>The work will be awarded to technically qualified firm with the least financial proposal among technically qualified consulting firms</b></p>

	<b>D. Negotiations and Award</b>
<b>28.1</b>	<p><b>Expected date and address for contract negotiations:</b>  <b>Date:</b> 10<sup>th</sup> March 2023  <b>Address:</b>  Address: Project Director,  Uttarakhand Public Financial Management Strengthening Project,  31/62 Rajpur Road, Third Floor, Urban Development Directorate Building,  Dehradun, Uttarakhand 248001 India  Mob: +91- 9718323174 E-mail: ukpfmswb@gmail.com  Contact person: Mr. Ashish Yadav Procurement Management Specialist</p>
<b>30</b>	<b>Standstill Period is in this RFP- Not Applicable</b>
<b>31</b>	<b>Notification of Intention to Award – Not Applicable</b>
<b>32.1</b>	The successful Consultant shall not require to submit the Beneficial Ownership Disclosure Form.
<b>34.2</b>	<p><b>Expected date for the commencement of the Services:</b>  <b>Date:</b> 15 days from the date of signing of agreement</p>
<b>33</b>	<b>Debriefing by the Client – Not Applicable</b>
<b>35.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p><b>For the attention:</b>  <b>Title/position:</b> Dy. Project Director  <b>Client:</b> PMU, UkPFMS, Dehradun, Uttarakhand  <b>Email address:</b> ukpfmswb@gmail.com</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p>

	<ol style="list-style-type: none"><li><b>1.</b> the terms of this Request for Proposal;</li><li><b>2.</b> the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and</li><li><b>3.</b> the Client's decision to award the contract.</li></ol>
--	---

### Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

#### CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
		TECH-7	Code of Conduct (ESHS)	

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

Form TECH-1

**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

---

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals(RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

---

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

}

## **FORM TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)**

### **CONSULTANT’S ORGANIZATION AND EXPERIENCE**

---

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

#### **A - Consultant’s Organization**

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

#### **B - Consultant’s Experience**

---

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



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

**FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**

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

---

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

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

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

## FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

---

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

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

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

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

## FORM TECH-5(FOR FTP AND STP)

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables <sup>1</sup> (D-..)	Months												TOTAL
		1	2	3	4	5	6	7	8	9	.....	n		
<b>D-1</b>	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) delivery of final report to Client}													
<b>D-2</b>	{e.g., Deliverable #2:.....}													

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

### FORM TECH-6(FOR FTP AND STP)

#### TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input

Part time input

**FORM TECH-6**

**(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

---

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

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

**Membership in Professional Associations and Publications:**

---

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

---

**Adequacy for the Assignment:**

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

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

**Certification:**

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

{ day/month/year }

Name of Expert Signature Date

{ day/month/year }

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

Task A – Execution Methodology for technology implementation  
 Task B – Technical handholding 02 Years (after 10 months) on time basis

**FORM TECH-7 (FOR FULL TECHNICAL PROPOSAL ONLY)**

*Not Applicable*



## Section 4. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form
  - FIN-2 Summary of Costs
  - FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
  - FIN-4 Reimbursable expenses Note : The consultant will provide separately Team Composition, Assignment, and Key Experts’ Inputs For Task -A and Task -B
- Task A – **Execution Methodology for technology implementation**
- Task B – Technical handholding 02 Years (after 10 months) on time basis

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: [Name and address of Client]

---

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

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

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
<hr/>		
{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}		

---

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

We remain,

Yours sincerely,

---

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

**FORM FIN-2 SUMMARY OF COSTS**

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

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

### FORM FIN-3 BREAKDOWN OF REMUNERATION

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

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

### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

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

**Legend:**

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

## Section 5. Eligible Countries

**In reference to ITC6.3.2**, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): \_\_\_\_\_ [list country/countries following approval by the Bank to apply the restriction *or* state “none”]

Under the ITC 6.3.2 (b): \_\_\_\_\_ [list country/countries *or* indicate “none”]

## Section 6. Fraud and Corruption

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

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

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

- engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>2</sup> (ii) to be a nominated<sup>3</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
  - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) Consulting firms (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>4</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Ba

---

<sup>2</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>3</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>4</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



---

## **Section 7. Terms of Reference**

### **Terms of Reference:**

#### **Consultancy Services for Initial Public Offering Feasibility Study for Uttarakhand Jal Vidhyut Nigam Limited ( State Government Public Sector Unit)**

##### **A) Background**

1. The Government of Uttarakhand (GoUk) has received a loan from the World Bank to fund the Uttarakhand Public Financial Management Strengthening Project (UkPFMS) and intends to apply a part of the loan proceeds for the strengthening of State-Owned Enterprises.

##### **B) Potential of SOEs in the Power sector**

2. In Uttarakhand power sector has huge potential for development/enhancement of capacity in hydropower and other sources of renewable energy and Transmission and Distribution. After exploring the power generation capacity and strengthening of transmission sector SOEs, State may be self-sufficient to meet out power demand of State and in future surplus power may also be sold in open market. This will save huge resources used for power purchases to meet the power demand and additional revenue can also be generated by sale of the surplus of power. Development and reforms in the power sector will also lead to overall development of State. State Government has already Rs 2035 CR infused funds in the form of Equity and Loans still there is need of huge investment in this sector.

3. Total energy demand of the State is approx. 14000 MU approx. and which is fulfilled from Hydro sector 7840 MU(56%),Thermal, Gas and Uranium sector 5040 MU(36%), Renewable energy 560 MU (4%) and from other sources 560 MU (4%). State SOE UJVNL is generating power from Hydro and other renewable sources approx. 5000 MU approx. that meets less than 36% of total demand of the State.

##### **C) Credentials of UJVNL**

4. UJVNL was incorporated in 2001 after bifurcation of UP Jal Vidyut Nigam Ltd formerly part of UPSEB). The main objective of the company is to establish, takeover, operate and maintain power generating stations and harnessing conventional and non conventional sources of energy. Presently

UJVNL is operating 18 hydro plants having total 1412 MW capacity and solar projects of 26 MW capacity. In addition to existing power plants, 32 power plants having total capacity of 2700 MW approx. are under constructions and various stages of planning and developments.

5. UJVNL is profit making, financially sound and viable entity having paid up capital of Rs.1372.28 Cr and net worth of Rs. 2614.35 CR. Since incorporation company is earning profits and from FY 2015-16 it has started paying dividend to the Government of Uttarakhand.

6. Power Finance Corporation Ltd and REC Ltd both Financial Institutions have assigned A+ rating and independent rating agency, India Rating & Research (FITCH group) has assigned A-Stable rating for long term debt instruments. Cost of energy generated by UJVNL is among the cheapest compared to other power generator in India. Energy selling rate to UPCL only State DISCOM is approx. Rs 1.50 per unit and additionally Water Tax, Cess & Royalty of Rs 0.70 per unit is also being paid to GoUK

7. Cost. UJVNL is filing tariff petition for fixation of energy rates well within statutory time limit. Tariff petition for FY 2020-21 has already filed and the regulator has passed the Provision.

8. Status of Government Investment – Till March 2022 State Government has already infused Rs. 3946 CR as equity share capital and loans in all three power utilities as per following details

Rs in Crores

Name of SOE	Equity (Rs CR)	Loan (Rs CR)	Total (Rs CR)
UJVNL	1372.68	397.43	1770.11

**Future Plan and Projected Fund requirement UJVNL**

9. UJVNL has submitted detailed Business Plan in Dec. 2021 to Uttarakhand Electricity Regulator Commission (UERC) with total funds requirement of Rs. 2983 CR on account of capital expenditure for capacity addition in large and small hydro projects, RMU (Renovation Modernization and Upgradation of existing plants and for other capital expenditure. Funding plan for CAPEX is Rs. 2122 CR from borrowing for market and Rs. 861 CR from equity contribution from Government or internal resources.

---

10. As per present tariff regulations, total project cost needs to be financed in the Debt/Equity ratio of 70:30 to get ideal returns on equity as well complete recovery of interest paid on debts taken for project execution.

11. CTRFA/GOUK would like to appoint consultants to carry out feasibility study for IPO

#### **D) Reform and Objective**

**12.** The main objective of the study is to explore that: whether funds can be raised from capital markets by issue of shares to retail investors/domestic institutional investors /foreign institutional investors as per following options.

- a) GoUK can offer disinvestment of some portion of equity shares from the present 100% holding.
- b) SOEs can offer additional equity share to raise their paid-up capital base.
- c) Both above options can also be used at a time.
- d) Issue of Bonds and Debentures.

State can deploy these funds in power sector and in other developmental works. The study will also help these SOEs to mobilize resources form market at competitive rates for CAPEX. GOUk wants a roadmap for making these companies "IPO ready" to meet the capital market requirements and investor expectations.

#### **E) Suggested methodology**

13.The study shall cover the following areas but not limited to .

- a) Understanding the Corporate Structure of the company (including its various subsidiaries, associates, strategic business units etc.), its business objectives and evolution
- b) Reviewing the past performance of the company and its financial health
- c) Reviewing the existing capital structure of the company
- d) Reviewing the long-term business plan of the company including the historical performance, trends, future plans and industry dynamics.
- e) Reviewing the planned capex and assessing the funding requirement  
reviewing the Corporate Governance of the Companies and assess gaps from listing requirements any other relevant matters



---

The indicative terms of reference for the assignment are as under

**Section I: IPO Feasibility Report:** Based on the assessment, the consultants will submit IPO Feasibility Report for UJVNL in two parts namely A: Report on Internal institutional Strengthening; and B. Preparing for the IPO, containing inter alia the following:

**14.Part A: Report on Internal institutional reorganization of the companies including Roadmap**

- Advising the company in complying with the Corporate Governance requirements in line with Companies Act 2013 and SEBI listing requirements <sup>1</sup>
- Advising on enhanced financial reporting including improving the contents of the Annual Reports
- Advising on compliance with accounting and financial reporting standards and addressing the auditors' qualifications including dealing with legacy issues
- Disseminating good practices from other state and private utilities in strengthening systems and internal controls relating to planning and budgeting, revenue, adoption of technology (ICT applications), accounting but not limited to composition of board and its committees; key managerial personnel; board/ committee's business and agenda; risk management and reporting, HR, internal audit etc.
- Including framework; key corporate documents such as whistle blower policy, code of ethics, etc.
- suggestions to strengthen the financial health of the companies and recommendations on their long-term business plans including quality of capex

**Part B: Preparing for the IPO**

- Key valuation drivers for the business and motivators for going public.
- Alternative fund-raising options including debt and equity and private placement and/or public offer
- Advising on the preparedness for fulfilling various eligibility criteria required for the IPO under various regulatory requirements.
- Evolving jointly with the company, an optimum offer structure, including an appropriate capital structure to meet the initial listing norms of the Stock Exchanges.
- Advising on the possibility and timing of issuance of bonus shares/rights shares and effecting stock splits, if necessary.

- Advising on the possibility and extent of reservation for the employees and for other stakeholders in the IPO.
- Assisting the company in identifying key personnel for the handling of IPO related aspects.
- Review and comment on key considerations for the planned IPO
- Indication of Broad Valuation of the company based on market principles
- Enumerate the different stages that the company has to go through to raise equity capital through the IPO route including the road map.
- Suggest changes in the Articles of Association of the Companies if any
- Finally, identify /suggest whether UJVN Limited is better poised for a IPO and indicative timelines
- **Another other relevant item**

**Part C :Orientation Workshops: The Consultant will organize Orientation Workshops to** discuss the outputs of the consultancy with key stakeholders of the company and the GOUK. A interactive workshop will be held , in which the Key Experts shall Present to the Board of Directors, officers from Finance Department, officers from Administrative Department, Public Sector Enterprise Board, other Departmental Officials and other Senior officials of the Government/ The presentation shall brief the officials institutional reorganization and roadmap and Feasibility Report on issuance of IPO with various alternatives and the best methodology for issuance of the Initial Public Offer

## **15.Deliverables**

- A committee of officers from Power, Finance and other experts shall be formed by Secretary Finance.
- The Committee shall review all the deliverables within three weeks of submission their submission by the consultant. The Committee shall provide its suggestion or accept the report within the mentioned time limit
- The Consultant within a week shall produce the amended report with comment disposal sheet
- In such a scenario an extension of two weeks may be provided by the Secretary Finance, but the maximum time to review and provide comments and their disposal shall not exceed more than six weeks of submission of the first draft report by the consultant

<b>Deliverable</b>	<b>Report</b>	<b>Due Date from signing</b>	<b>Contents</b>	<b>Percentage of payment of total contract price after approval from committee</b>
<b>Deliverable- 1</b>	Inception Report	Two Weeks	•	5%
<b>Deliverable-2</b>	Draft Report on Internal institutional reorganization and roadmap	Sixteen Week	<ul style="list-style-type: none"> <li>• Advising the in complying with the SEBI listing requirements</li> <li>• Advising on enhanced financial reporting</li> <li>• Advising on compliance with accounting and financial reporting standards</li> <li>• recommendations on their long-term business plans including quality of CAPEX</li> </ul>	20%
<b>Deliverable-3</b>	Draft report on preparing for IPO	Twenty-Four Week	<ul style="list-style-type: none"> <li>• Key valuation drivers for the business and motivators for going public.</li> <li>• Alternative fund-raising options</li> <li>• Preparedness of eligibility criteria required for the IPO</li> <li>• , optimum offer structure, including an appropriate capital structure</li> <li>• Review and comment on key considerations for the planned IPO</li> <li>• Broad Valuation of the company based on market principles</li> <li>• Enumerate IPO route including the road map.</li> <li>• Suggest changes in the Articles of Association of the Company</li> </ul>	25%

Deliverable	Report	Due Date from signing	Contents	Percentage of payment of total contract price after approval from committee
Deliverable-4	Final Report institutional reorganization and roadmap with orientation Workshop  Feasibility Report on issuance of IPO with various alternatives and the best methodology for issuance of IPO	28 th Week (Workshop) and final report by 30 th Week	One day workshop for senior officials Submission and Final reports after incorporation of suggestions as agreed upon in the workshop	15 % after the successful completion of workshop and remaining 35 % after submission and approval of the report by committee

#### **16. List of key positions, whose CV and experience would be evaluated**

The Consulting firm should demonstrate that they have successfully carried out similar work at the national/sub-national level in India and have sufficient qualified key-experts as well as non-key-experts (support staff) to undertake the proposed assignment. The consultant will include detailed curriculum-vitae (CV) in its proposal for key experts. In case of support staff, the consulting firm will make their own assessment of the requirements. CVs of the Key-experts would be evaluated.

Name of Key Expert	Minimum Educational Qualification	Professional Experience and Projects undertaken
Team leader (7.5 Months)	CA / Postgraduate in Finance, Economics, or Public Finance or MBA (Finance) Any certificate course in Capital Market shall be an additional advantage	<ul style="list-style-type: none"> <li>• At least 15 years of post-qualification experience in financial sector including five years in Capital Market underwriting and other financial instruments</li> <li>• At least has two assignments of Issuance of IPO issue or financial restructuring or to raise bonds or debt from Capital Market ( one experience in IPO issuance is mandatory) in last five years At least one Experience as an underwriter or financial expert for IPOs of PSUs (either of Center or State Government) issued in Capital Market</li> </ul>



Capital market Experts (7.5 Months)	CA/Postgraduate in Finance, Economics, or Public Finance or MBA (Finance) Any certificate course in Capital Market shall be an additional advantage	<ul style="list-style-type: none"> <li>•At least 10 years of post-qualification experience in financial sector with at least two years' experience in capital market</li> <li>•At least has one assignment of an IPO issue or financial restructuring or to raise bonds or debt from Capital Market At least One Experience as an underwriter or financial expert for IPOs of PSUs (either Center or State Government) issued in Capital Market shall be an additional advantage</li> </ul>
Power Finance Expert (5 Months)	The finance specialist must have degree in finance business administration, or CA Any certificate course in Capital Market shall be an additional advantage	<p>Minimum of 10 years' Professional experience, and</p> <p>Experience of at least three Years with PPA (Power Purchase Agreement) and Independent Power Projects (IPP)</p> <p>Power generation and transmission investment mobilization and financial structuring is preferable</p> <p>At least one project of PPA (Power Purchase Agreement) or Independent Power Projects (IPP)</p>
<b>NON-KEY EXPERT</b>		
Support experts	CA/Postgraduate in Finance, Economics, or Public Finance or MBA (Finance)	At least 5 years of post-qualification experience in related areas

### 17. Technical review committee

- A Committee of officers from Power, Finance, PSU and other experts shall be formed by Secretary Finance.
- The Committee shall review all the deliverables within three weeks of submission the committee shall provide its suggestion or accept the report within the mentioned time limit
- The Consultant within a week shall produce the amended report with comment disposal sheet
- In such a scenario an extension of two weeks may be provided by the Secretary Finance, but the maximum time to review and provide comments and their disposal shall not exceed more than six weeks of submission of the first draft report by the consultant

## **18. Services & Support to be provided by Client**

1. The assignment will be administratively coordinated by the Project Director for the Uttarakhand PFM Strengthening Project.
2. Technical coordination will be done by the Member Secretary of Committee appointed by Secretary Finance
3. The Consultants are required to conduct at least two stakeholder workshops for data collection, validation of results and dissemination of recommendations. The Project Director UKPFMS or any other officer assigned by PD-UKPFMS will coordinate with all the sections for the workshops/training and to designate staff for training and facilitate meetings with the stakeholders. The workshop expenses shall be completely borne by the consultant, this shall include workshop venue and other arrangements. The Workshop shall include senior government officials.

## STANDARD FORM OF CONTRACT

# Consultant's Services

## Lump-Sum

**Consultancy Services for Initial Public Offering Feasibility Study for  
Uttarakhand Jal Vidhyut Nigam Limited ( State Government Public Sector )**

## Contents

PART I.....	5
Section 1. Request for Proposal Letter.....	5
Section 2. Instructions to Consultants and Data Sheet.....	7
A. General Provisions.....	7
1. Definitions.....	7
2. Introduction.....	9
3. Conflict of Interest.....	9
4. Unfair Competitive Advantage.....	11
5. Fraud and Corruption.....	11
6. Eligibility.....	11
B. Preparation of Proposals.....	13
7. General Considerations.....	13
8. Cost of Preparation of Proposal.....	13
9. Language.....	13
10. Documents Comprising the Proposal.....	13
11. Only One Proposal.....	13
12. Proposal Validity.....	14
13. Clarification and Amendment of RFP.....	15
14. Preparation of Proposals Specific Considerations.....	15
15. Technical Proposal Format and Content.....	16
16. Financial Proposal.....	16
C. Submission, Opening and Evaluation.....	17
17. Submission, Sealing, and Marking of Proposals.....	17
18. Confidentiality.....	19
19. Opening of Technical Proposals.....	19
20. Proposals Evaluation.....	20
21. Evaluation of Technical Proposals.....	20
22. Financial Proposals for QBS.....	20
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods).....	20
24. Correction of Errors.....	22
25. Taxes.....	22

26.	Conversion to Single Currency.....	23
27.	Combined Quality and Cost Evaluation .....	23
D.	Negotiations and Award.....	23
28.	Negotiations.....	23
29.	Conclusion of Negotiations .....	24
30.	Standstill Period.....	25
31.	Notification of Intention to Award .....	25
32.	Notification of Award .....	25
33.	Debriefing by the Client.....	26
34.	Signing of Contract.....	27
35.	Procurement Related Complaint.....	27
E.	Data Sheet.....	28
Section 3.	Technical Proposal – Standard Forms.....	41
	Checklist of Required Forms .....	41
Section 4.	Financial Proposal - Standard Forms .....	53
Section 5.	Eligible Countries .....	58
Section 6.	Fraud and Corruption .....	59
Section 7.	Terms of Reference .....	61
	Lump-Sum Form of Contract .....	71
I.	Form of Contract .....	77
II.	General Conditions of Contract.....	79
A.	GENERAL PROVISIONS.....	79
2.	Relationship between the Parties .....	80
3.	Law Governing Contract.....	80
4.	Language .....	80
5.	Headings.....	80
6.	Communications .....	80
7.	Location.....	81
8.	Authority of Member in Charge .....	81
9.	Authorized Representatives.....	81
10.	Fraud and Corruption .....	81
B.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT .....	81
11.	Effectiveness of Contract .....	81

12.	Termination of Contract for Failure to Become Effective .....	81
13.	Commencement of Services .....	82
14.	Expiration of Contract .....	82
15.	Entire Agreement .....	82
16.	Modifications or Variations .....	82
17.	Force Majeure .....	82
18.	Suspension .....	83
19.	Termination .....	84
C.	OBLIGATIONS OF THE CONSULTANT .....	86
20.	General .....	86
21.	Conflict of Interest .....	87
22.	Confidentiality .....	88
23.	Liability of the Consultant .....	88
24.	Insurance to be taken out by the Consultant .....	88
25.	Accounting, Inspection and Auditing .....	88
26.	Reporting Obligations .....	89
27.	Proprietary Rights of the Client in Reports and Records .....	89
28.	Equipment, Vehicles and Materials .....	89
D.	CONSULTANT'S EXPERTS AND SUB-CONSULTANTS .....	90
29.	Description of Key Experts .....	90
30.	Replacement of Key Experts .....	90
31.	Removal of Experts or Sub-consultants .....	90
E.	OBLIGATIONS OF THE CLIENT .....	90
32.	Assistance and Exemptions .....	90
33.	Access to Project Site .....	91
34.	Change in the Applicable Law Related to Taxes and Duties .....	91
35.	Services, Facilities and Property of the Client .....	92
36.	Counterpart Personnel .....	92
37.	Payment Obligation .....	92
F.	PAYMENTS TO THE CONSULTANT .....	92
38.	Contract Price .....	92
39.	Taxes and Duties .....	92
40.	Currency of Payment .....	92

41.	Mode of Billing and Payment.....	93
42.	Interest on Delayed Payments .....	94
G.	FAIRNESS AND GOOD FAITH .....	94
43.	Good Faith .....	94
H.	SETTLEMENT OF DISPUTES .....	94
44.	Amicable Settlement .....	94
45.	Dispute Resolution.....	94
III.	Special Conditions of Contract.....	97
IV.	Appendices .....	103
	PART III .....	105
	Section 9. Notification of Intention to Award and Beneficial Ownership Forms.....	105
	Notification of Intention to Award.....	<b>Error! Bookmark not defined.</b>

## CONTRACT FOR CONSULTANT'S SERVICES

### Lump-Sum

**Project Name** Uttarakhand Public Financial Management Strengthening Project

**LoanNo.** 8928IN

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

**Assignment Title:** Consultancy Services for Initial Public Offering Feasibility Study for Uttarakhand Jal Vidyut Nigam Limited ( State Government Public Sector )

between

Uttarakhand Public Financial Management  
Strengthening Project

and

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

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



## I. Form of Contract

### LUMP-SUM

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Uttarakhand Public Financial Management Strengthening Project)(hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

#### WHEREAS

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

Now,, THEREFORE, the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract(including Attachment 1 “Fraud and Corruption”);
  - (b) The Special Conditions of Contract;

(c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Breakdown of Contract Price
- Appendix D: Form of Advance Payments Guarantee

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

---

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

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

---

*[Authorized Representative of the Consultant – name and signature]*

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

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

- (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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “Local Currency” means the currency of the Client’s country.
- (p) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (q) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship between the Parties**

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

**3. Law Governing Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**4. Language**

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**5. Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

**6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

**7. Location**

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

**8. Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**9. Authorized Representatives**

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

**10. Fraud and Corruption**

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.

**a. Commissions and Fees**

10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**11. Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

**12. Termination of Contract for**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the

- Failure to Become Effective** event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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

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

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

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

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

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

## **18. Suspension**

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii)

shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19. Termination**

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

### **a. By the Client**

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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



**b. By the Consultant**

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

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

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

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

- e. Payment upon Termination**
- 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
  - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

- a. Standard of Performance**
- 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

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

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

## **21. Conflict of Interest**

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

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

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

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

### **b. Consultant and Affiliates Not to Engage in Certain Activities**

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

### **c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

- d. Strict Duty to Disclose Conflicting Activities**      21.1.5    The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality**      22.1    Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant**      23.1    Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be taken out by the Consultant**      24.1    The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**      25.1    The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2    Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and sub consultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well

as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting Obligations**

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

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

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

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

**28. Equipment, Vehicles and Materials**

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

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

## **D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS**

- 29. Description of Key Experts** 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B**.
- 30. Replacement of Key Experts** 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 31. Removal of Experts or Sub-consultants** 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant’s Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

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

- 32. Assistance and Exemptions** 32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
  - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other

documents required for their stay in the Client's country while carrying out the Services under the Contract.

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

**33. Access to Project Site**

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

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

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

- 35. Services, Facilities and Property of the Client** 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 36. Counterpart Personnel** 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 37. Payment Obligation** 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

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

- 38. Contract Price** 38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 39. Taxes and Duties** 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 40. Currency of Payment** 40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.



**41. Mode of Billing and Payment**

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

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

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

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

41.2.3 The Final Payment .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole

Services nor relieve the Consultant of any obligations hereunder.

**42. Interest on Delayed Payments**

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

**G. FAIRNESS AND GOOD FAITH**

**43. Good Faith**

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

**H. SETTLEMENT OF DISPUTES**

**44. Amicable Settlement**

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

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

**45. Dispute Resolution**

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

**II. General Conditions**  
**Attachment 1**  
**Fraud and Corruption**  
*(Text in this Appendix shall not be modified)*

**1. Purpose**

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

**2. Requirements**

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

2.2 To this end, the Bank:

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

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

- indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>5</sup> (ii) to be a nominated<sup>6</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
  - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) Consulting firms (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>7</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

---

<sup>5</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>6</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>7</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

### III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>The Contract shall be construed in accordance with the law of India.</b>
4.1	<b>The language is:</b> English.
6.1 and 6.2	<p><b>The addresses are</b>            Client : Uttarakhand Public Financial Management Strengthening Project            Attention: Project Director            E-mail (where permitted): <a href="mailto:ukpfmswb@gmail.com">ukpfmswb@gmail.com</a>            Consultant : _____            _____            Attention : _____            Facsimile : _____            E-mail (where permitted) : _____</p>
8.1	<i>Not applicable</i>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> Project Director, Uttarakhand Public Financial Management Strengthening Project</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	<b>The effectiveness conditions are the following:</b> Signing of the contract
12.1	<b>Termination of Contract for Failure to Become Effective:</b> The time period shall be two weeks from the date of signing of contract
13.1	<p><b>Commencement of Services:</b> From the signing of contract            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>

<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be</b> 30 weeks from the date of effectiveness of contract.</p>
<b>21 b.</b>	<p><b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p> <p>Yes</p>
<b>23.1</b>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>“Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the <i>[insert Applicable Law</i></p>
<b>24.1</b>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) <b>Professional liability insurance, with a minimum coverage of</b> value twice to the total ceiling amount of the Contract;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>in accordance with the Motor</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in the Client's country;</i></p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the</p>

	<p>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>
<b>27.1</b>	<i>All Proprietary rights remain with the CLIENT</i>
<b>27.2</b>	The Consultant shall not use these <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.
<b>32.1 (a) through (e)</b>	<i>Deleted</i>
<b>32.1(f)</b>	<i>Deleted</i>
<b>38.1</b>	<p><b>The Contract price is:</b> _____ <i>[insert amount and currency for each currency as applicable] [ inclusive] of local indirect taxes.</i></p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</i></p>
<b>39.1 and 39.2</b>	<p>The Client warrants that the Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p>

---

	<p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and</p> <p style="padding-left: 40px;">(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.</p>
--	--

<b>41.2</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0e0e0;"> <th style="width: 15%;">Deliverable</th> <th style="width: 35%;">Report</th> <th style="width: 15%;">Due Date from signing</th> <th style="width: 35%;">Percentage of payment of total contract price after approval from committee</th> </tr> </thead> <tbody> <tr> <td><b>Deliverable- 1</b></td> <td>Inception Report</td> <td style="text-align: center;">Two Weeks</td> <td style="text-align: center;">5%</td> </tr> <tr> <td><b>Deliverable-2</b></td> <td>Draft Report on Internal institutional reorganization and roadmap</td> <td style="text-align: center;">Sixteen Week</td> <td style="text-align: center;">20%</td> </tr> <tr> <td><b>Deliverable-3</b></td> <td>Draft report on preparing for IPO</td> <td style="text-align: center;">Twenty- Four Week</td> <td style="text-align: center;">25%</td> </tr> </tbody> </table>	Deliverable	Report	Due Date from signing	Percentage of payment of total contract price after approval from committee	<b>Deliverable- 1</b>	Inception Report	Two Weeks	5%	<b>Deliverable-2</b>	Draft Report on Internal institutional reorganization and roadmap	Sixteen Week	20%	<b>Deliverable-3</b>	Draft report on preparing for IPO	Twenty- Four Week	25%
Deliverable	Report	Due Date from signing	Percentage of payment of total contract price after approval from committee														
<b>Deliverable- 1</b>	Inception Report	Two Weeks	5%														
<b>Deliverable-2</b>	Draft Report on Internal institutional reorganization and roadmap	Sixteen Week	20%														
<b>Deliverable-3</b>	Draft report on preparing for IPO	Twenty- Four Week	25%														



	<p><b>Deliverable-4</b></p> <p>Final Report institutional reorganization and roadmap with orientation Workshop Feasibility Report on issuance of IPO with various alternatives and the best methodology for issuance of IPO</p>	<p>28 th Week (Workshop) and final report by 30 th Week</p>	<p>15 % after the successful completion of workshop and remaining 35 % after submission and approval of the report by committee</p>
<b>41.2.1</b>	<i>Not Applicable</i>		
<b>41.2.4</b>	<p><b>The accounts are:</b></p> <p><i>[insert account].</i></p>		
<b>42.1</b>	<b>The interest rate is:</b> 8% per annum for each day of delay.		
<b>45.1</b>	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) 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>The Indian Council of Arbitration, New Delhi</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominees 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>The Indian Council of Arbitration, New Delhi</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator,</p>		

	<p>and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>The Indian Council of Arbitration, New Delhi</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 which has named an arbitrator may apply to the <i>The Indian Council of Arbitration, New Delhi</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. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>]/or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>

## **APPENDIX A – TERMS OF REFERENCE**

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

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

.....

## **APPENDIX B - KEY EXPERTS**

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

.....

## **APPENDIX C – BREAKDOWN OF CONTRACT PRICE**

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

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the

---

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

## **PART III**

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

**Not Applicable**

---

**Annexure – A****DECLARATION OF THE FIRM IN RESPECT TO NO CONFLICT OF INTEREST, INSOLVENCY****AS PER ITC 10. 2  
(INR 100 Non-Judicial Stamp Paper duly notarized)**

In response to the RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of \_\_\_\_\_,

I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding, -

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;

g) The Consulting firm (firm or its members) is not debarred by any State Government, Central Government or any other Public Sector undertaking or a Corporation, or any other Autonomous Organization of Central or State Government.

h) I/We hereby declare that my/our Firm/Organization has not defaulted to any of Bank/FI towards any repayment obligation

i) No director / partner of the firm or any qualified employee of the company / firm is related to any member of the Project/Department of finance / Department of Power / UJVNL / other power Public Sector Unit / Regulatory Commission Uttarakhand. Relative would mean husband, wife, brother, sister, or any lineal ascendant or descendant.

j) In case Key expert is Chartered Accountant members /partners/qualified staff neither face any pending disciplinary action nor is found guilty of professional/other misconduct by the Institute of Chartered Accountants of India under the First or Second Schedule of the Chartered Accountants Act, 1949 (as amended) during the past five year

k) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

l) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition

m) have not been penalised or found guilty in any court of law

n) have not been blacklisted / debarred by any Central Government Ministry/ Bank/ RBI/ IBA/SEBI any regulatory authority and

o) have not been in any major litigation since April 2012 to till the date of submission of the Bid, that may have impact or compromise the delivery of services require

---

- p) will comply with the code of integrity as specified in the bidding document
- q) I/We further confirm my/our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact, and acceptance to bidding process.
- r) I/We confirm that my/our firm/organization has not been referred to NCLT by any creditor. I/We further confirm that my/our firm/organization and/or Promoters/Directors have not been convicted under Criminal law by Competent Court or Higher Court.
- s) The key expert proposed in the technical proposal shall be place for the assignment.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GOUK my proposal accepted, may be cancelled and may be debarred and blacklisted by PMU UKPFMS and GOUK.

In case of any further changes which affect this declaration later; we would inform the project appropriately. If any of the above is found to be false, we understand that the project can report this to related Professional Body or Organization / Central Government Ministry/ Bank/ RBI/ IBA/SEBI any regulatory authority. The Firm will not be eligible to bid for any contracts of projects financed by the World Bank and the State Government of Uttarakhand

**Certification:**

**I, the undersigned, certify that to the best of my knowledge and belief, this Declaration correctly describes and discloses all the assignments and advisory services provided by me in/ or for firms /companies /agencies / any other units in or have units in State of Uttarakhand, are in conflict of interest with the assignment in case**



**of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.**

{ day/month/year }

---

Name of Expert

Signature

Date

{ day/month/year }

---

Name of authorized representative of consultant

Signature

---

## ANNEXURE-B

### POWER OF ATTORNEY

We, M/s. \_\_\_\_\_ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to the RFP for the Project <>, including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into UKPFMS and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

(Signature and Name of authorized signatory)

\_\_\_\_\_  
 (Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)  
 Seal of firm Company

Witness 1:

Witness

2

Note: The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s)

## ANNEXURE -C

### FORMAT OF INTEGRITY PACT

Whereas the Uttarakhand Public Financial Management Strengthening Project, World Bank Aided Project under the Department of Finance, Government of Uttarakhand represented by the Project Director (hereinafter referred to as the Client and the first party), proposes to award the Consultancy of \_\_\_\_\_

\_\_\_\_\_

and

M/S \_\_\_\_\_ represented by, Chief Executive Officer/Managing Director (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as them Consulting firm/ agency and the second party, is willing to offer/has offered the services.

Whereas the Consulting firm is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Client is a Department under Government of Uttarakhand

#### 1. OBJECTIVES

Now, therefore, the Client and the Consulting firm/ agency agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and after the currency of the contract to be entered with a view to:

- Enabling the Client to obtain the desired product at a competitive price in accordance with the specifications by avoiding the high cost and the distortion impact of corruption on public procurement, and
  - Enabling Consulting firm/ agency to abstain from bribing or any corrupt practice to
-

secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Client will commit to prevent corruption in any form by their officials by following transparent procedures.

## **2. COMMITMENTS OF CLIENT**

The Client commits itself to the following:

- The Client undertakes that no official of the Client, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Consulting firm, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract
- . The Client will, during the pre-contract stage, treat all Consulting firms alike, and will provide to all Consulting firms the same information and will not provide any such information to any Consulting firm/ agency which could afford an advantage to that Consulting firm/ agency in comparison to other Consulting firms.
- All the officials of the Client will report to the Management any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. No employee of the Client, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any material benefit which the person is not legally entitled to.
- In case any such preceding misconduct on the part of such official (s) is reported by the Consulting firm/ agency to the Client, with full and verifiable facts and the same is prima facie found to be correct by the Client, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Client and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Client the proceedings under the contract would not be stalled.

3. **COMMITMENTS OF CONSULTING FIRM/AGENCY**

The Consulting firm/ agency commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage to secure the contract or in furtherance to secure it and commits himself to the following:

- a. The Consulting firm/ agency will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the client, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract
  - b. The Consulting firm/ agency further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Client or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Client for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with respect to the Client's Organization.
  - c. The Consulting firm/ agency will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - d. The Consulting firm/ agency will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - e. The Consulting firm/ agency confirms and declares to the Client that it has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Client, or any of its functionaries, whether officially or unofficially to the award of the contract to the Consulting firm; nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
-

- f. The Consulting firm, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Client or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon f or such payments.
- g. The Consulting firm/ agency shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Client as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The Consulting firm/ agency also undertakes to exercise due and adequate care lest any such information is divulged.
- h. The Consulting firm/ agency commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts
- i. The Consulting firm/ agency shall not instigate or cause to instigate any third person to commit any of the actions mentioned above

#### **4. PREVIOUS TRANSGRESSION**

- a. The Consulting firm/ agency declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged herein or with any Public Sector Enterprise in India or any Government Department in India, that could justify Consulting firms' exclusion from the tender process.
- b. If the Consulting firm/ agency makes incorrect statement on this subject, Consulting firm/ agency can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. COMPANY CODE OF CONDUCT**

Consulting firms are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company

## 6. SANCTIONS FOR VIOLATION

- D) Any breach of the aforesaid provisions by the Consulting firm/ agency or any one employed by him or acting on the behalf (whether with or without the knowledge of the Consulting firm) or the commission of any offence by the Consulting firm/ agency or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Client to take all or any one of the following action, wherever required:-
- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Consulting firm/ agency and to impound any earnest money deposit, if made by the Consulting firm. However, the proceedings with the other Consulting firm(s) would continue.
  - b) To immediately cancel the contract, if already signed without giving any compensation to the Consulting firm.
  - c) To recover all sums already paid by the Client, and in case of an Indian Consulting firm/ agency with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Consulting firm/ agency from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the Client to the Consulting firm/ agency in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the previously mentioned sum and interest.
  - d) To cancel all or any other Contracts with the Consulting firm.
  - e) To debar the Consulting firm/ agency from entering any bid from the Client for a minimum period of five years.
-

f) To recover all sums paid in violation of this pact by the Consulting firm(s) to any middleman or agent or broker with a view to securing the contract

g) If the Consulting firm/ agency or any employee of the Consulting firm/ agency or any person acting on behalf of the Consulting firm, either directly or indirectly, is closely related to any of the officers of the client, or alternatively, if any close relative of an officer of the Client has financial interest/ stake in the Consulting firm's firm, the same shall be disclosed by the Consulting firm/ agency at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Client to rescind the contract without payment of any compensation to the Consulting firm.

h) The term 'close relative' for this purpose would mean spouse whether residing with the Client's employee or not, but not include a spouse separated from the Client's employee by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Client's employee, but does not include a child or step child who no longer in any way dependent upon the Client's employee or of whose custody the Client's employee has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Client's employee or to the Client's employee's wife or husband and wholly dependent upon Client's employee.

i) The Consulting firm/ agency shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Client, and if he does so, the Client shall be entitled forthwith to rescind the contract and all other contracts with the Consulting firm. The Consulting firm/ agency shall be liable to pay compensation for any loss or damage to the client resulting from such rescission and the Client shall be entitled to deduct the amount so payable from the money(s) due to the Consulting firm.

j) The decision of the Client or his nominee to the effect that the Consulting firm/ agency has committed breach of the provisions of this Integrity Pact shall be final and binding on the Consulting firm, however the Consulting firm/



agency can approach monitor (s) appointed for this Pact as per the clause mentioned in this Pact agreement.

## **7. FALL CLAUSE**

The Consulting firm/ agency undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Public Sector undertakings and if it is found at any stage that the similar system or subsystem was supplied by the Consulting firm/ agency to any other Public Sector undertakings at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the, Consulting firm/ agency to the client, if the contract has already been concluded

## **8. INDEPENDENT EXTERNAL MONITOR(S)**

- a. The Client can appoint Independent External Monitor for this Pact if required in consultation with State Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He will convey his observations to the Department.
  - b. The Consulting firm/ agency accepts that the Monitor has the right to access without restriction to all project documentation of the Client including that provided by the Consulting firm. The Consulting firm/ agency will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
  - c. The Monitor is under obligation to treat the information and documents of the Consulting firm(s)/Contractor(s)/Subcontractor(s) with confidentiality. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Client and request the Management to discontinue or take corrective action, or to take other relevant action.
  - d. The Client reserves the right to refer a particular case to any other approved Independent External Monitor(s) as and when felt necessary. In such an event,
-

the IEM nominated shall examine the case jointly with those whom the case is referred to.

### **9. EXAMINATION OF BOOKS OF ACCOUNTS**

In case of any allegation of violation of any provisions of this Integrity Pact to the satisfaction of the Client, the Client or its agencies shall be entitled to examine / investigate the Books of Accounts of the Consulting firm/ agency and the Consulting firm/ agency shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose such examination / investigation

### **10. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

### **11. VALIDITY**

The validity of this Integrity Pact shall be from date of its signing and extend till the complete execution of the contract to the satisfaction of both the Consulting firm/ agency and the client.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

After

For and on behalf of Project Director Uttarakhand Public Financial Management Strengthening Project Uttarakhand, Dehradun	For and on behalf of
Witness	Witness

## DETAIL OF FIRM

Name of the Firm	
Registered Address	
Phone No:	
Email id:	
Name of the Contact Person for this RFP	
Phone No. Of the Contact Person for this RFP	
Email id of the Contact person for this RFP	
Do you have a HO in the State	Yes/No. If yes, please provide the address
Do you have a branch office in the State	Yes/No. If yes, please provide the address
Date of Firm's establishment	
Registration No. with SEBI	
Registration No. with Recognized Stock Exchange	
Registration No with other Statutory or regulatory authorities	Yes/No
Registration No. with RBI (if any)	
Number of full-time partners in firm/ No of directors in the company	
Number of full-time qualified staff	
Number of other staff who are semi qualified/unqualified	
PAN	
GST	

Please annex certified documents of details mentioned above

Financial Particulars of the Firm/Lead Firm along with the associate firms (Attach sheet if required)

Financial year	Turnover	Net worth
2021-22 (audited)		
2020-21 (audited)		
2019-20 (audited)		
3 years average of above		

Partners / Brief Profile of firm/Lead Firm along with the associate firms (Attach sheet if required)

Name of Partner / Director	Age	Years of experience	Qualification	Number of years associated with the firm	Name of key clients handled with nature of work done

### **Prior Experience**

[Please indicate the experience in the field of Engagement of Consultant for similar type of as 'Projects as Similar assignments would mean i. Business transformation strategy and Business Process reengineering for PSU/ Banks/ Corporate organization listed in Stock Exchange iv study on issuance of IPO or Bonds or any financial instrument iii Financial restructuring iv Underwriting of shares or Bonds any other activities related to capital marketing of Central and State Government in the format provided below, mention the details of the assignments directly related to the relevant field. Firms having larger experience must furnish the details of all other similar assignments separately in the same format as provided below. Kindly Note, the agency/firm shall mention the details of assignments done during last 5 years only

Name of Agency/Firm:	
Assignment/job name:	
Nature of Assignment:	
Description of Project:	
Approx. value of the contract (in INR):	
Country:	
Location within country:	
Duration of Assignment/job (months) :	
Name of Employer:	
Address and contact details:	
Total No of staff-months of the Assignment/job:	
Approx. value of the Assignment/job provided by your firm under the contract (in INR):	
Start date (month/year):	
Completion Date	
Total duration (months)	
Name of associated Consultants, if any:	
No of professional staff-months provided by associated Consultants:	
Name of senior professional staff of your firm involved and functions performed.	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please attach Letter of Intent or Purchase Order along with a certificate from Statutory auditor that the assignment was carried out successfully and payment has been recorded in books of accounts or certificate of successful completion for each project, from the respective Client.

---