

GOVERNMENT OF UTTARAKHAND

Project Management Unit

Uttarakhand Public Financial Management Strengthening Project,

31/62, 3rd Floor, Urban Development Directorate Building, Rajpur Road, Dehradun-248001

E-mail: ukpfmswb@gmail.com

Assignment Title: Consultancy Service for Corporate Governance Reforms and Financial Management in State Owned Enterprises of Uttarakhand through E-Procurement

Time Schedule for the Bids:

BID REFERENCE	IN-CTRFA-332337-CS-QCBS
Availability of Tender Documents	The Tender document for this work shall be available from website http://uktenders.gov.in from 22nd July 2023 to 25th August 2023
Last date for down loading of bid document from the E- procurement platform: http://uktenders.gov.in	25th August 2023 up to 1500 Hrs
Bid submission start date	5th August 2023
Last date and time for bid submission/uploading of bid in E- procurement platform	25th August 2023 upto 1400 Hrs.
Submission of original document (Declaration from firm & Power of Attorney for authorized representative)	25th August 2023 upto 1500 Hrs
Time and date of opening of Technical Bids	The bid will be opened on line by the Authorized Officers on 25th August 2023 at 1530 Hrs
Date and time of opening of Financial Bids	Shall be informed later to technically qualified Bidders
Place for Submission of Original Documents, Opening of Bids and address for communication	Uttarakhand Public Financial Management Strengthening Project, 31/62, 3rd Floor, Urban Development Directorate Building, Rajpur Road, Dehradun-248001 Mob: 9718323174 E-mail: ukpfmswb@gmail.com

Invitation of Proposals (Procurement Notice) (CONSULTING SERVICES – FIRMS SELECTION)

INDIA:

Uttarakhand Public Financial Management Strengthening Project,

Loan No. 8928 IN

Assignment Title: Consultancy Service for Corporate Governance Reforms and Financial Management in State Owned Enterprises of Uttarakhand through E-Procurement through E-Procurement

Reference No.: IN-CTRFA-332337-CS-QCBS

Date: 22nd July 2023

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 toward **Consultancy Service for Corporate Governance Reforms and Financial Management in State Owned Enterprises of Uttarakhand.**

1. Government of Uttarakhand (GoUk) is committed to reforms in Public Financial Management (PFM). In order for strengthening PFM, the GoUk is implementing Uttarakhand Public Financial Management Strengthening Project (UkPFMS) with financing from the World Bank. The overall objective of the project is to enhance efficiency and effectiveness in the areas of PFM through strengthening of PFM institutional framework and systems and improve capacity in the areas of cash and debt management, public audit, planning, budgeting, and capital expenditure management, public procurement, and support measures to improve transparency of budget and procurement information. One of the major components of this project focuses on improving public debt management through review of debt contracting procedures and development of debt procedure manuals including training.
2. State-Owned Enterprises (SOEs) are carrying commercial activities on behalf of the State Government. These enterprises are registered under the Companies Act with 100% shareholding of State or statutory corporations set up by the Special Act of the State.
3. The governance and accountability arrangements applying to the SOEs at the sub-national level have been opaque, neither superior performance was recognized, nor deficient performance was

addressed, and performance drivers are hard to identify. Service delivery by these SOEs have remained poor which is reflected in their poor financial performance. SOEs continuously require fiscal support impinging upon the already limited fiscal space of the State. In establishing SOEs, the Government's responsibility is to ensure that they are run efficiently and in the best interest of the citizens. For economic growth and development, it become crucial for the SOEs to perform efficiently as the resources utilized by the SOEs are public resources. So, when the SOEs are not managed properly, public resources are wasted, funds are channeled away from the productive activities, and the development is hindered. But when they are governed transparently and efficiently, they can correct market failures, improve public service delivery, and play a role in creating fairer and more competitive markets.

4. According to latest C&AG report as on 31st March 2021, there were 32 SOEs in Uttarakhand. Out of 32 Government Companies, nine companies are inactive (not conducting any business or operations). In few SOEs finalization of Annual Financial Statements is in arrears pending in-between 5 to 12 years. In case of inactive SOEs liquidation process is yet to be started and their accounts are overdue for many years. Also filing with the ROC has not been done for some of them. The SOEs involved, received large investments from State Government in the form of share capital, loans, and advances, and guarantees. Till 31 March 2021, GoUK has already invested INR. 9,003.02 crores in these SOEs (including inactive companies) in the form of Equity Capital and long-term loans. Important findings/comments/suggestions of C&AG as per their report on Social and Economic Sector (Public Sector Undertaking) of Government of Uttarakhand 2022 are as under.
 - a. SOEs are required to submit accounts to C&AG within 6 months from the date of closing of financial year. The delay in finalization of accounts may also risk of fraud and leakage of public money apart from violation of the provisions of the relevant statutes. Therefore, Administrative Department should strictly monitor and issue necessary directions to liquidate arrears of accounts.
 - b. Separate Audis Reports (SARs) are to be laid before the Legislature as per the provisions of the respective Acts. Accounts of many SOEs for more than 4/5 years are pending to be laid before the Legislature.

- c. The figures in respect of equity, loans, and guarantees outstanding as per records of SOEs are not in agreement with the figures of Finance Accounts of GoUK. The concerned SOEs and Finance Department should conduct reconciliation of differences.
 - d. The State Government has not formulated any dividend policy under which SOEs would be required to pay minimum return on the paid-up share capital contributed by State Government. SOEs are expected to yield reasonable return on investment made by Government. Only, 2 SOEs of power sector had started payment of dividend to State Government from FY 2015-16 onwards.
 - e. UJVNL, PTCUL, SIDCUL, and UFDC are profit making SOEs. Total earning of other SOEs remained negative resulting in erosion of net worth of these SOEs and recovery of cost of fund infused by Government was not there.
 - f. Till FY 2020-21 total 9 SOEs are inactive. The Government may take appropriate decision regarding closure of these SOEs.
5. Currently these SOEs are monitored by the respective departments and there is no formal structure like Bureau of Public Enterprises (as in Government of India or other states like Tamil Nadu, Karnataka) like entity which review all these SOEs at the state level. Hence the monitoring of the SOEs at the state level is currently weak and needs strengthening and formalization.
6. 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 strengthening of State-Owned Enterprises (SOEs). For this assignment, CTRFA intends to appoint a consultancy firm to carry out this assignment.

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 the 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.

A Consultant will be selected in accordance with **Quality and Cost Based Selection set out in the Procurement Regulations**. Further information can be obtained at the address below during office hours *0930 to 1730 hours*.

Uttarakhand Public Financial Management Strengthening Project,
31/62, 3rd Floor, Urban Development Directorate Building,
Rajpur Road, Dehradun-248001
Uttarakhand, India, Mob +9718323174

Proposals along with necessary enclosure must be uploaded to the website <https://www.uktender.gov.in> as per schedule mentioned in the RFP document. The technical proposal will be opened at the specified venue on the stipulated date and time in the presence of consulting firms or their authorized representative who wish to attend. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue as mentioned in Instruction to Consultant in RFP.

SELECTION OF CONSULTANTS

Request for Proposals Consulting Services

**Consultancy Service for Corporate Governance Reforms
and Financial Management in State Owned Enterprises
of Uttarakhand through E-Procurement**

RFP No: IN-CTRFA-332337-CS-QCBS

Client: Uttarakhand Public Financial Management Strengthening Project

Country: India

Issued on: 22nd July 2023

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PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Consultancy Service for Corporate Governance Reforms and Financial Management in State Owned Enterprises of Uttarakhand through e-Procurement

RFP No: IN-CTRFA-332337-CS-QCBS

Loan No. 828 IN

Issued on: 22nd July 2023

1. The Government of India (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, UkPFMS of Uttarakhand, 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 Uttarakhand 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 (hereinafter called “Services”): **Consultancy Service for Corporate Governance Reforms and Financial Management in State Owned Enterprises of Uttarakhand** as per details provided in the Terms of Reference (Section 7).
3. A firm will be selected under **Quality and Cost Based Selection (QCBS)** procedures and **in a Full Technical Proposal (FTP) format as described in this RFP**, in accordance with the Bank’s [“Procurement Regulations for IPF Borrowers”](#) July 2016 (“Procurement Regulations”) and

subsequent amendments from time to time which can be found at the following website:
www.worldbank.org

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Lumpsum)

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

Yours sincerely,

Project Director
UKPFMS
Dehradun, Uttarakhand, India
Mob: + 9718323174
E-mail: 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*¹] 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 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,

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

- 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**
- 13. Clarification and Amendment of RFP**
- 12.9 The Consultant shall not subcontract the whole of the Services.
- 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**. 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 breakdown 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 therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
- (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

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

33. Debriefing by 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
2.1	<p>Name of the Client: Uttarakhand Public Financial Management Strengthening Project</p> <p>Method of selection: Quality and Cost Based Selection (QCBS) as per the Procurement Regulations (available on www.worldbank.org)</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes</p> <p>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: http://www.uktenders.gov.in 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. The Invitation for Bids under Project Management Unit (PMU), UkPFMS is published on this website.</p> <p>Any citizen or prospective consultant can log on to this website and view the Request of Proposal of and can view the details of the Consultancy or which RFP are invited.</p> <p>The prospective Consultant can submit technical and financial proposal on line; however, the Consulting agency 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 Tendering process, Consulting agency authorized representative using which they can digitally sign their electronic bids. Consulting agency authorized representative can procure the same from any CCA approved certifying agency. Consulting agency authorized</p>

representative who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://www.uktenders.gov.in>

The DSC can be obtained from any authorized certifying agencies. The Consulting agency authorized representative should register in the web site <http://www.uktenders.gov.in> 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 agency authorized representative can login the site through the secured login by entering the password of the e-token & the user id/ password chosen during registration.

The authorized signatory shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, the documents specified in ITC 10.2 shall be submitted mandatorily in original also at the office of Project Management Unit as prescribed in RFP and scanned copy of same should also be uploaded along with the technical Bid/ cover.

In case, any of the Consulting agency authorized representative fails to physically submit the above documents as per timelines mentioned in RFP, its proposal shall not be accepted.

PMU UkPFMS will not be responsible for delay in online submission due to any reason. For this, consultant is requested to upload the complete proposal 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.

The procuring entity reserves the complete right to cancel the RFP process and reject any or all of the proposal (s).

No contractual obligation whatsoever shall arise from the RFP document/ tendering process unless and until a formal contract is signed and executed between the procuring entity and the successful Consulting agency.

Procurement entity disclaims any factual/ or other errors in the RFP document (the onus is purely on the individual consulting agency to verify such information) and the

	<p>information provided therein are intended only to help the consultant to prepare a logical -proposal</p> <p><u>Assignment Title: Consultancy Service for Corporate Governance Reforms and Financial Management in State Owned Enterprises of Uttarakhand</u></p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 1st August 2023</p> <p>Time: 1600 Hrs</p> <p>The Office of Project Director UKPFMS is inviting you to a scheduled Zoom meeting.</p> <p>Topic: Prebid meeting for Consultancy Service for Corporate Governance Reforms and Financial Management in State Owned Enterprises of Uttarakhand</p> <p>Time: Aug 1, 2023 04:00 PM India</p> <p>Join Zoom Meeting</p> <p>https://us02web.zoom.us/j/81338986551?pwd=djhOVzJZUFBOQjU2TzFna1BNUG9Idz09</p> <p>Meeting ID: 813 3898 6551</p> <p>Passcode: 129136</p> <p>Address Project Management Unit, Uttarakhand Public Financial Management Strengthening Project, 31/62, 3rd Floor, Urban Development Directorate Building, Rajpur Road,Dehradun-248001</p> <p>Telephone: <u>09718323174</u></p> <p>E-mail: <u>ukpfmswb@gmail.com</u></p> <p>Contact person/conference coordinator: Ashish Yadav, Procurement Management Specialist</p>

2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Section 7: Terms of Reference</p>
4.1	Not Applicable
6.3.1	<p>A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr</p>
<p>B. Preparation of Proposals</p>	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English Language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p><u>Technical Proposal to be submitted on E-Procurement Portal as per the formats laid down in RFP</u></p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p> <p>(4) TECH-3</p> <p>(5) TECH-4</p> <p>(6) TECH-5</p> <p>(7) TECH-6</p> <p>AND</p> <p>2nd the Financial Proposal</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p>

	<p>a. The Consulting firm must submit their bids online at e-Procurement portal i.e. http://www.uktenders.gov.in</p> <p>b) 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 bidder.</p> <p>c. Single Stage-Two part/ cover system shall be followed for the Bid: - The technical and Financial bid shall include the following document, but both technical and financial proposal should be separate</p> <table border="1" data-bbox="464 856 1550 1402"> <thead> <tr> <th data-bbox="464 856 553 995">Sr No</th> <th data-bbox="553 856 1081 995">Detail of Documents and Formats to be uploaded on E-Procurement System</th> <th data-bbox="1081 856 1550 995">File name to be uploaded as Single Stage-Two part/ cover system</th> </tr> </thead> <tbody> <tr> <td data-bbox="464 995 553 1140">1</td> <td data-bbox="553 995 1081 1140">Technical Format as per World Bank Format Tech -1, Tech-2, Tech-3, Tech-4, Tech-5 and Tech 6</td> <td data-bbox="1081 995 1550 1140">On bidder's letter head duly signed by authorized signatory as per - (TPCOVER.PDF)</td> </tr> <tr> <td data-bbox="464 1140 553 1297">2-a</td> <td data-bbox="553 1140 1081 1297">Financial Proposal as per World Bank Format FIN-1. FIN-2, FIN-3 and FIN-4</td> <td data-bbox="1081 1140 1550 1297">On bidder's letter head duly signed by authorized signatory as per - (FBCOVER.PDF)</td> </tr> <tr> <td data-bbox="464 1297 553 1402">2-b</td> <td data-bbox="553 1297 1081 1402">Financial Bid Format</td> <td data-bbox="1081 1297 1550 1402">As per BoQ (.XLS) format available on e-Procurement portal</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 and Tech 6	On bidder'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 bidder'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 portal
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2-a	Financial Proposal as per World Bank Format FIN-1. FIN-2, FIN-3 and FIN-4	On bidder'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 portal											
10.2	<p>Statement of Undertaking is required – YES</p> <p><i>THE FOLLOWING ORIGINAL DOCUMENTS SHALL BE SUBMITTED THROUGH POST/COURIER/IN-PERSON TO THE PROJECT MANAGEMENT UNIT 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</i></p> <ol style="list-style-type: none"> 1. An affidavit of Non-Blacklisting, No Conflict of interest, Insolvency and Bankruptcy on an INR 100 Non-Judicial Stamp Paper duly notarized 2. Power of Attorney to Authorize Signatory 												

	<i>Note: • Scanned copies of document to be submitted online on e-Procurement Portal</i>
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible Yes
12.1	Proposals must remain valid for 120 days after the proposal submission deadline.
12.7	Every replacement of expert with same / higher qualification and experience will attract 0.25% penalty of total contract value. This clause is applicable with the shortlisted agency after signing of contract.
13.1	Clarifications may be requested no later than by 31st July 2023 e-mail at ukpfmswb@gmail.com The contact information for requesting clarifications is: Address: Project Director, Uttarakhand Public Financial Management Strengthening Project, 31/62, 3rd Floor, Urban Development Directorate Building, Rajpur Road, Dehradun-248001 Mr. Ashish Yadav, Procurement Management Specialist Mob: + 971832317, E-mail: ukpfmswb@gmail.com
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): No Or (b) another shortlisted Consultant No JOINT VENTURE NOT APPLICABLE
14.1.2 (do not use for Fixed Budget method)	Not Applicable

<p>14.1.3 for time-based contracts only</p>	<p>Total Man-months for the Key Experts: - 27 Man-months</p>
<p>14.1.4 and 27.2 use for Fixed Budget method</p>	<p>Not Applicable</p>
<p>15.2</p>	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<p>16.2</p>	<p>A price adjustment provision applies to remuneration rates: No</p>
<p>16.3</p>	<p>Information on the Consultant's tax obligations in the Client's country can be found www.incometaxindia.gov.in, www.finmin.nic.in, www.gst.gov.in, gstcouncil.gov.in</p>
<p>16.4</p>	<p>The Financial Proposal shall be stated in the following currencies: Consultant has to express the price for their Services in Indian Rupee.</p>
<p>C. Submission, Opening and Evaluation</p>	
<p>17.1</p>	<p>The Consultants have the option of submitting their Proposals electronically. Yes</p>
<p>17.4</p>	<p>The Consultant must submit: The Consulting firm must submit their bids online at e-Procurement portal i.e. http://www.uktenders.gov.in</p> <p>b) 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 bidder.</p> <p>Single stage-Two part/ cover system shall be followed for the Bid: -</p>

	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 and Tech 6	On bidder'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 bidder'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 portal
17.7 and 17.9	<p>Last date and time for online submission of Proposal on e-procurement portal i.e. http://www.uktenders.gov.in Date: 25th August 2023 Time: 14:00 hours IST</p> <p>Hard copy of following document is to be submitted latest by Date: 18th August 2023 Time: 15:00 hours IST</p> <ol style="list-style-type: none"> 1. An affidavit of Non-Blacklisting. No Conflict of interest, Insolvency and Bankruptcy on an INR 100 Non-Judicial Stamp Paper duly notarized 2. Power of Attorney to Authorize Signatory. <p>Place of Submission is: Office of the Project Director, Uttarakhand Public Financial Management Strengthening Project, 31/62, 3rd Floor, Urban Development Directorate Building, Rajpur Road, Dehradun-248001 Mr. Ashish Yadav, Procurement Management Specialist Mob: + 9718323174, E-mail: ukpfmswb@gmail.com</p>		
19.1	An online option of the opening of the Technical Proposals is offered: yes		

	<p>The opening shall take place at: Office of the Project Director, Uttarakhand Public Financial Management Strengthening Project, 31/62, 3rd Floor, Urban Development Directorate Building, Rajpur Road,Dehradun-248001 Mr. Ashish Yadav, Procurement Management Specialist Mob: + 9718323174, E-mail: ukpfmswb@gmail.com Date: 25th August 2023 Time: 1530 hours IST</p>			
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A</p>			
21.1 (for FTP)	S.No	Technical Evaluation Criteria	Description	Max Marks
	A	Past Experience of the Consulting Firm		
	A1	Annual Turnover of last three financial year (2019-20, 2020-21, 2021-22) in Consultancy Services	>= 1 cr for all 3 years – 5 Marks > 1 cr for 2 years – 3 Marks > 1 cr for one year – 1 Mark Certificate issued by the Chartered Accountant to be submitted along with technical proposal.	05
	A2	Relevant Project Experience	The firm should have similar experience in conducting 02 corporate governance reviews for large private companies or government companies with share capital of more than one hundred crores or turnover more than 250 crores in last 5 years ending 31st March 2023 For 2 projects – 12 marks. Any further projects will be given 1 mark each for additional project with maximum of 15 marks. (copy of work order to be submitted along with technical proposal)	15

B	Approach & Methodology		
B1	Overall Approach & Methodology and Work Plan –	Technical Approach & Methodology – 15 marks, and Work Plan-5 marks	20
C	Proposed Team (Detail to be submitted as per TECH 6 Format)		
C1	Team Leader	Chartered Accountant with at least 15 years of post qualification experience Additional Qualification – Company Secretary CA – 3 Marks CA and CS -5 Marks	05
Conducted at least two corporate governance reviews for large private companies or government companies with share capital of more than one hundred crores or turnover more than 250 crores - 10 Marks (5 marks each) (2 mark for each additional assignment)		14	
Conducted internal audit of companies with share capital of more than one hundred crores or turnover more than 250 crores Upto 2 assignment – 4 Marks Above 2 assignment – 6 Marks		06	
C2	Finance Expert	Chartered Accountant with at least 10 years of post qualification experience CA with 10 to 15 years experience – 3 Marks CA and Above 15 years experience – 5 Marks	5

		<p>Minimum 05 years of Experience as finance/accounts head for large private companies or large government companies with share capital of more than one hundred crores or turnover more than 250 crores in the field of compilation and finalization of accounts, handling auditors, and has managed all filing and legal compliances for the Company – 5 marks</p> <p>(1 mark each for every additional year of experience)</p>	06
		<p>Conducted at least One corporate governance reviews for large private companies or government companies with share capital of more than one hundred crores or turnover more than 250 crores -4 Marks</p> <p>(1 mark for each for every additional assignment)</p>	06
C3	Company secretarial Expert	<p>Company Secretary with at least 10 years of post qualification experience–</p> <p>CS – 2 Marks CS with 10 to 12 years experience – 3 Marks CS and Above 12 years experience – 5 Marks</p>	05

		Having done at least two Secretarial audits of the Companies with the threshold limit defined in sec 204(1) of the Companies Act – 3 marks per assignment	09
		Conducted at least One corporate governance reviews for large private companies or government companies with share capital of more than one hundred crores or turnover more than 250 crores 01 Project – 03 Marks Above 1 Project – 04 Marks	04
		Total Marks	100
		The technical score of all the Bidders would be calculated as per the criteria mentioned above. All the Bidders who will achieve 60 or more mark will be consider for opening of their financial proposal. The work with be awarded following the QCBS method of world Bank in the Ration 80:20 (80% Technical and 20% Financial weightage)	
21.1 [for STP]	Not Applicable		
	Public Opening of Financial Proposals		
23.4	An online option of the opening of the Financial Proposals is offered: 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		
23.5	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>Any interested party who wishes to attend this public opening should contact Mr. Ashish Yadav, Procurement Management Specialist Mob: + 9718323174 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 www.uttarakhandaudit.uk.gov.in</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	Not Applicable
27.1 (LCS only)	<p>The Consulting firm has at least attained minimum technically qualified marks and the financial proposal is the lowest financial proposal amongst the technically qualified consulting agency</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: As Standstill period is not applicable, hence after negotiation final contract shall be signed within three working days of negotiation minutes</p> <p>Expected Date: 15th October 2023</p> <p>Address: Office of the Project Director, Uttarakhand Public Financial Management Strengthening Project, 31/62, 3rd Floor, Urban Development Directorate Building, Rajpur Road, Dehradun-248001</p>

	Mob: + 9718323174 , E-mail: ukpfmswb@gmail.com
30	Standstill Period Shall not be applicable
32.1	The successful Consultant shall not submit the Beneficial Ownership Disclosure Form.
34.2	Expected date for the commencement of the Services: Date: 07 days from the date of signing of agreement
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: Dy. Project Director Client: PMU, UkPFMS, Dehradun, Uttarakhand Email address: ukpfmswb@gmail.com</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of this Request for Proposal; 2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and 3. the Client’s decision to award the contract.

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	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)	NA

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

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

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

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

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

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

FORM TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

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

Full time input

Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

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

		{ day/month/year }
Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date

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 Breakdown of Reimbursable Expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

FORM FIN-2 SUMMARY OF COSTS

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

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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

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

Legend:

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

Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): _____ [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); Consultants (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

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

- engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;² (ii) to be a nominated³ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) Consultants (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁴ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Terms of Reference (TOR)

Consultancy service for Corporate Governance Reforms and Financial Management in State Owned Enterprises of Uttarakhand

Background

1. State-Owned Enterprises (SOEs) are carrying commercial activities on behalf of the State Government. These enterprises are registered under the Companies Act with 100% shareholding of State or statutory corporations set up by the Special Act of the State.
2. The governance and accountability arrangements applying to the SOEs at the sub-national level have been opaque, neither superior performance was recognized, nor deficient performance was addressed, and performance drivers are hard to identify. Service delivery by these SOEs have remained poor which is reflected in their poor financial performance. SOEs continuously require fiscal support impinging upon the already limited fiscal space of the State. In establishing SOEs, the Government's responsibility is to ensure that they are run efficiently and in the best interest of the citizens. For economic growth and development, it become crucial for the SOEs to perform efficiently as the resources utilized by the SOEs are public resources. So, when the SOEs are not managed properly, public resources are wasted, funds are channeled away from the productive activities, and the development is hindered. But when they are governed transparently and efficiently, they can correct market failures, improve public service delivery, and play a role in creating fairer and more competitive markets.
3. According to latest C&AG report as on 31st March 2021, there were 32 SOEs in Uttarakhand. Out of 32 Government Companies, nine companies are inactive (not conducting any business or operations). In few SOEs finalization of Annual Financial Statements is in arrears pending in-between 5 to 12 years. In case of inactive SOEs liquidation process is yet to be started and their accounts are overdue for many years. Also filing with the ROC has not been done for some of them. The SOEs involved, received large investments from State Government in the form of share capital, loans, and advances, and guarantees. Till 31 March 2021, GoUK has already invested INR. 9,003.02 crores in these SOEs (including inactive companies) in the form of Equity Capital and long-term loans. Important findings/comments/suggestions of C&AG as per their report on Social and Economic Sector (Public Sector Undertaking) of Government of Uttarakhand 2022 are as under.
 - a. SOEs are required to submit accounts to C&AG within 6 months from the date of closing of financial year. The delay in finalization of accounts may also risk of fraud and leakage of public money apart from violation of the provisions of the relevant statutes. Therefore, Administrative Department should strictly monitor and issue necessary directions to liquidate arrears of accounts.
 - b. Separate Audis Reports (SARs) are to be laid before the Legislature as per the provisions of the respective Acts. Accounts of many SOEs for more than 4/5 years are pending to be laid before the Legislature.
 - c. The figures in respect of equity, loans, and guarantees outstanding as per records of SOEs are not in agreement with the figures of Finance Accounts of GoUK. The concerned SOEs and Finance Department should conduct reconciliation of differences.
 - d. The State Government has not formulated any dividend policy under which SOEs would be required

to pay minimum return on the paid-up share capital contributed by State Government. SOEs are expected to yield reasonable return on investment made by Government. Only, 2 SOEs of power sector had started payment of dividend to State Government from FY 2015-16 onwards.

- e. UJVNL, PTCUL, SIDCUL, and UFDC are profit making SOEs. Total earning of other SOEs remained negative resulting in erosion of net worth of these SOEs and recovery of cost of fund infused by Government was not there.
 - f. Till FY 2020-21 total 9 SOEs are inactive. The Government may take appropriate decision regarding closure of these SOEs.
4. Currently these SOEs are monitored by the respective departments and there is no formal structure like Bureau of Public Enterprises (as in Government of India or other states like Tamil Nadu, Karnataka) like entity which review all these SOEs at the state level. Hence the monitoring of the SOEs at the state level is currently weak and needs strengthening and formalization.
 5. 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 strengthening of State-Owned Enterprises (SOEs). For this assignment, CTRFA intends to appoint a consultancy firm to carry out this assignment.

Objective

6. The main objectives of this assignment are:
 - a. Review Corporate Governance provisions as per Companies Act 2013, Guidelines on Corporate Governance for CPSEs, Integrated SOE Framework (iSOEF) of World Bank, and good governance practices for SOEs across the country
 - b. Review financial management related statutory provisions under the Companies Act 2013 as well as Company secretarial audit related compliances and other legal compliances to be done by the companies.
 - c. Develop a suitable Corporate Governance Framework (CGF) for the state including suitable FM and other compliances Framework for the state
 - d. Review the compliance of SOEs in accordance with the above developed CGF, FM Framework and prepare an action plan for each SOE
 - e. Prepare a booklet of SOEs of the State providing an overview and financial details for last three years
 - f. Review the institutional structure system and mechanism of monitoring of Public Enterprises in the state and suggest measures to strengthen institutionally
 - g. Formulation of Dividend policy for the State based on policies framed by other States and Central Government.

Detailed Scope of the Assignment

7. **Review Corporate Governance Standards, FM, and other compliances:** GOI has issued Corporate

Governance Guideline for CPSEs. Companies Act and SEBI listing agreements also prescribe Corporate Governance for Companies. While fully owned state PSUs may not be required to follow these, framing, and following a corporate governance standard at the state level will enhance the transparency and efficiency of the State PSEs. Consultant will be required to submit report on applicability of corporate government requirements as defined in guidelines issued by Ministry of Corporate Affairs and other statute and suggest ways for compliance. This will also include compliance of other corporate requirements as per the Companies Act including audit, accounts, AGM, and filing of returns. Broad activities would include but not limited to:

- a. Reviewing exiting legal and regulatory framework for corporate governance.
 - b. Reviewing the applicable performance monitoring system
 - c. Reviewing the exiting financial and fiscal discipline prescribed for SOEs.
 - d. Benchmarking the existing policies with the national and international best practices for evaluating these polices on parameters such as transparency, accountability, applicability, and completeness.
 - e. Reviewing the financial management related statutory provisions under the Companies Act 2013 as well as Company secretarial audit compliances and other legal compliances to be done by the companies
8. **Develop Corporate Governance Framework**: Accordingly, based on the requirement will frame the standard of corporate governance for operating SOEs in the state. This will also include compliance of other corporate requirements as per the Companies Act including audit, accounts, AGM, and filing of returns.
9. **Review the compliance and prepare an action plan**: The consultant will review each SOE in accordance with the above framework and then work out a plan for implementation for each of the SOE. It will include:
- a. Understanding the Corporate Structure and Board Structure of the SOE
 - b. Review and analysis of financial performance for the each of the SOE based on audited financial statements of last three financial years
 - c. Reviewing the process and timelines for preparation and adoption of audited financial statements.
 - d. Reviewing the level of utilization of technology and IT interventions in recording, analyzing, accounting, auditing, and documenting financial and non-financial transactions by the SOEs
10. **Prepare a booklet of SOEs for the state**: Based on the above reviews and data collection a booklet on performance of SOEs can be prepared which can later be published by the state. The booklet can be based on models used in other Indian states.
11. **Review Existing Institutional Structure and suggest strengthening measures**– Consultant will review existing institutional structure system and mechanism applicable for monitoring of PSUs at State Government level. Consultant will also study the institutional structure system and mechanism of Department of Public Enterprises (Government of India) other States like UP, Gujrat, Maharashtra, Karnataka, Tamil Nadu, and Odisha. Based on above study, consultant will submit the draft report on the proposed institutional structure system and mechanism for monitoring of PSUs as per the need of the State. Suggest dashboard/reporting mechanism for reporting key financial & operations data and statutory compliance report on real time bases for monitoring of SOEs.
12. **Formulation of Dividend Policy**: State has infused huge investment in the form of equity and loans and State should get reasonable rate of return on investment from profit earning SOEs. Consultants

will review the shareholders rights in respect to management of SOE and return on the investment. Consultant will formulate dividend policy for the State based on policies framed by other State Government and Gol for CPSEs.

Deliverables, timelines and Payment Terms

Report	Contents	Timeline from contract	Payment Terms
Kick off meeting	Mobilization of team and familiarization with client	T+1 week	-
Inception report	Overall scope confirmation and workplan	T + 2 weeks	5%
AS-IS report	<ul style="list-style-type: none"> • Review Corporate Governance provisions as per Companies Act 2013, Guidelines on Corporate Governance for CPSEs, Integrated SOE Framework (iSOEF) of World Bank, and good governance practices for SOEs across the country.\ • Review financial management related statutory provisions under the Companies Act 2013 as well as Company secretarial and other compliances to be done by the companies • Institutional structure of Board of Public Enterprises in the state and other states • Existing dividend policy and other policy adopted by other states 	T+ 8 weeks	10%
Draft Corporate Governance Framework and FM and other secretarial practices framework to be followed by SOEs	<ul style="list-style-type: none"> • Develop the corporate governance framework for SOEs in the state. • Develop FM and other secretarial practices framework for SOEs. This will also include compliance of other corporate requirements as per the Companies Act including audit, accounts, AGM, and filing of returns and other secretarial practices. 	T+ 12 weeks	10%
Final Corporate Governance Framework and FM and other secretarial practices	Conduct workshops and incorporate comments from the State and other stakeholders	T+16 weeks	15%

Report	Contents	Timeline from contract	Payment Terms
framework to be followed by SOEs			
Compliance and action plan report	The consultant will review each SOE in accordance with the above framework and then work out a plan for implementation for each of the SOE. Report on the status of Annual Financial Statement which will also include recommendation any way out for completion separately for each SOE whose accounts/audit are long pending for more than three years.	T+ 24 weeks	10%
Institutional Structure report	<ul style="list-style-type: none"> • Consultant will submit the draft report on the proposed institutional structure system and mechanism for monitoring of PSUs as per the need of the State with the objective to improve the efficient functioning of the management, efficient use of available resources and timely compliance of regulatory and corporate governance guidelines. • Suggest dashboard/reporting mechanism for reporting key financial & operations data and statutory compliance report on real time bases for monitoring of SOEs 	T+ 20 weeks	15%
Dividend Policy report	Draft dividend policy for the State based on policies framed by other State Government and Gol for CPSEs.	T+ 20 weeks	7.5%
SOE Booklet	Booklet on financial performance of SOEs	T+ 32 weeks	7.5%
Final reports on Institutional structure and Dividend Policy	Final report based on comments from the state	T+ 32 weeks	10%
Training on deliverables	Training on all the final deliverables	T+36 weeks	10%

Key staff

13. The following key personnel are envisaged for the assignment. The CVs of the key personnel will be

evaluated. The team of key professionals shall be supported by non-key support functionaries in requisite disciplines. The key staffs required for the consultancy is given below.

SN	Position	Qualification	Experience
1	Team Leader	<ul style="list-style-type: none"> • CA with 15 years Post Qualification Experience • Fluent in Hindi and English 	<ul style="list-style-type: none"> • Has conducted at least two corporate governance reviews for large private companies or government companies with share capital of more than one hundred crores or turnover more than 250 crores • Has conducted internal audit of companies with share capital of more than one hundred crores or turnover more than 250 crores

2	Finance Expert	<ul style="list-style-type: none"> • CA with 10 years Post Qualification Experience • Fluent in Hindi and English 	<ul style="list-style-type: none"> • Has worked as finance/accounts head for large private companies or large government companies with share capital of more than one hundred crores or turnover more than 250 crores in the field of compilation and finalization of accounts, handling auditors, and has managed all filing and legal compliances for the Company.
3	Company secretarial Expert	<ul style="list-style-type: none"> • Member of ICSI • 10 years of post-qualification experience • Fluent in Hindi and English 	<ul style="list-style-type: none"> • Having done at least two Secretarial audits of the Companies with the threshold limit defined in sec 204(1) of the Companies Act

The consultant can provide support staff as deemed necessary.

STANDARD FORM OF CONTRACT

Consultant's Services

(Lumpsum)

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CONTRACT FOR CONSULTANT'S SERVICES

Lumpsum

Project Name Uttarakhand Public Financial Management Strengthening Project

Loan No. 8928IN

Contract No. _____

Assignment Title: Consultancy Service for Corporate Governance Reforms and Financial Management in State Owned Enterprises of Uttarakhand through E-Procurement

between

Uttarakhand Public Financial Management Strengthening Project

And

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMPSUM

(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 (Not applicable)
 - Appendix E – Integrity Pact
 - Appendix F– Service level Agreement

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 E .Appendix F . Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

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

[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 client 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); Consultants (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

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

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

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

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

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

v. "obstructive practice" is:

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

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

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

- indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁵ (ii) to be a nominated⁶ 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) Consultants (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁷ 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.

⁵ 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.

⁶ 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.

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

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are<i>[fill in at negotiations with the selected firm]</i>:</p> <p>Client : Uttarakhand Public Financial Management Strengthening Project Attention : Project Director Facsimile : NA E-mail (where permitted): ukpfmswb@gmail.com Consultant : _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<i>Not Applicable</i>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client Deputy Project Director, Uttarakhand Public Financial Management Strengthening Project</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: Within 07 Days Signing of the contract
12.1	Termination of Contract for Failure to Become Effective: The time period shall be one month from the date of signing of contract.
13.1	Commencement of Services: Within 10 days from the signing of signing of contract

<p>14.1</p>	<p>Expiration of Contract:</p> <p>The time period shall be 09 Months from the date of signing of contract or 20th June 2024 whichever is earlier;</p>
<p>21 b.</p>	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
<p>23.1</p>	<p>The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations: “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 twice times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</p>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of 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 applicable law in the Client’s country</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 applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<i>All Proprietary rights remain with the CLIENT</i>
27.2	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.
32.1 (a) through (e)	<i>Deleted</i>
32.1(f)	<i>Deleted</i>
38.1	<p>The Contract price is: _____ <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>
39.1 and 39.2	<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>																
<p>40.1 Currency of Payment</p>	<p>The Currency of Payment is INR</p>																
<p>41.2</p>	<p>The payment schedule:</p> <table border="1" data-bbox="407 1184 1503 1862"> <thead> <tr> <th data-bbox="407 1184 597 1329">Report</th> <th data-bbox="597 1184 1127 1329">Contents</th> <th data-bbox="1127 1184 1276 1329">Timeline from contract</th> <th data-bbox="1276 1184 1503 1329">Payment Terms</th> </tr> </thead> <tbody> <tr> <td data-bbox="407 1329 597 1440">Kick off meeting</td> <td data-bbox="597 1329 1127 1440">Mobilization of team and familiarization with client</td> <td data-bbox="1127 1329 1276 1440">T+1 week</td> <td data-bbox="1276 1329 1503 1440">-</td> </tr> <tr> <td data-bbox="407 1440 597 1551">Inception report</td> <td data-bbox="597 1440 1127 1551">Overall scope confirmation and workplan</td> <td data-bbox="1127 1440 1276 1551">T + 2 weeks</td> <td data-bbox="1276 1440 1503 1551">5%</td> </tr> <tr> <td data-bbox="407 1551 597 1862">AS-IS report</td> <td data-bbox="597 1551 1127 1862"> <ul style="list-style-type: none"> • Review Corporate Governance provisions as per Companies Act 2013, Guidelines on Corporate Governance for CPSEs, Integrated SOE Framework (iSOEF) of World Bank, and good governance practices for SOEs across the country.\ • Review financial management related </td> <td data-bbox="1127 1551 1276 1862">T+ 8 weeks</td> <td data-bbox="1276 1551 1503 1862">10%</td> </tr> </tbody> </table>	Report	Contents	Timeline from contract	Payment Terms	Kick off meeting	Mobilization of team and familiarization with client	T+1 week	-	Inception report	Overall scope confirmation and workplan	T + 2 weeks	5%	AS-IS report	<ul style="list-style-type: none"> • Review Corporate Governance provisions as per Companies Act 2013, Guidelines on Corporate Governance for CPSEs, Integrated SOE Framework (iSOEF) of World Bank, and good governance practices for SOEs across the country.\ • Review financial management related 	T+ 8 weeks	10%
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	<p>statutory provisions under the Companies Act 2013 as well as Company secretarial and other compliances to be done by the companies</p> <ul style="list-style-type: none"> • Institutional structure of Board of Public Enterprises in the state and other states • Existing dividend policy and other policy adopted by other states 		
Draft Corporate Governance Framework and FM and other secretarial practices framework to be followed by SOEs	<ul style="list-style-type: none"> • Develop the corporate governance framework for SOEs in the state. • Develop FM and other secretarial practices framework for SOEs. This will also include compliance of other corporate requirements as per the Companies Act including audit, accounts, AGM, and filing of returns and other secretarial practices. 	T+ 12 weeks	10%
Final Corporate Governance Framework and FM and other secretarial practices framework to be followed by SOEs	Conduct workshops and incorporate comments from the State and other stakeholders	T+16 weeks	15%
Compliance and action plan report	The consultant will review each SOE in accordance with the above framework and then work out a plan for implementation for each of the SOE. Report on the status of Annual Financial Statement which will also include recommendation any way out for completion separately for each SOE whose accounts/audit are long pending for more than three years.	T+ 24 weeks	10%
Institutional Structure report	<ul style="list-style-type: none"> • Consultant will submit the draft report on the proposed institutional structure system and mechanism for monitoring of PSUs as per the need of the State with 	T+ 20 weeks	15%

	<p>the objective to improve the efficient functioning of the management, efficient use of available resources and timely compliance of regulatory and corporate governance guidelines.</p> <ul style="list-style-type: none"> Suggest dashboard/reporting mechanism for reporting key financial & operations data and statutory compliance report on real time bases for monitoring of SOEs 		
Dividend Policy report	Draft dividend policy for the State based on policies framed by other State Government and Gol for CPSEs.	T+ 20 weeks	7.5%
SOE Booklet	Booklet on financial performance of SOEs	T+ 32 weeks	7.5%
Final reports on Institutional structure and Dividend Policy	Final report based on comments from the state	T+ 32 weeks	10%
Training on deliverables	Training on all the final deliverables	T+36 weeks	10%
41.2.1	<i>Not Applicable</i>		
41.2.4	The accounts are: <i>[insert account]</i> .		
42.1	The interest rate is: 8% per annum for each day of delay.		
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <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: <ol style="list-style-type: none"> 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</i> 		

	<p><i>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 therefrom, 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, 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'] client place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p>

	(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
Additional Clause	Annexure – D shall be Service level agreement which shall be read as part of this contract

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements 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 Form**

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) 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;

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

i) will comply with the code of integrity as specified in the bidding document

J) 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.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

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 favour 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 Haryana.

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 subsequent to the currency of the contract to be entered into 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 in order 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 Bidder, 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 Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Consulting firm/ agency which could afford an advantage to that particular Consulting firm/ agency in comparison to other bidders.
- 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 in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:

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- a. The Consulting firm/ agency will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, 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 Bidder; 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 Bidder, 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 bidders' 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

Bidders 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

- i) 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 bidder) 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
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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 bidder. However the proceedings with the other bidder(s) would continue.
 - b) To immediately cancel the contract, if already signed without giving any compensation to the bidder.
 - 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 aforesaid sum and interest.
 - d) To cancel all or any other Contracts with the bidder.
 - e) To debar the Consulting firm/ agency from entering into 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 Bidder(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 Bidder, 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 Bidder'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 Bidder.
 - 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.
- (ii) 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 Bidder. 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 Bidder.

(iii) 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 Bidder, however the Consulting firm/ agency can approach monitor (s) appointed for the purpose of 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 Bidder. 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 Bidder(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 <i>Project Director</i> <i>Uttarakhand Public Financial Management</i> <i>Strengthening Project</i> <i>Uttarakhand, Dehradun</i>	For and on behalf of
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