

GOVERNMENT OF UTTARAKHAND

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 Setting up Field Support Unit for IT Support, and Implementation of Urban e-Governance services Handholding training for the Urban Local Bodies across Government of Uttarakhand including and Directorate of Urban Development , Government of Uttarakhand through E-Procurement

Time Schedule for the Bids:

BID REFERENCE	IN-CTRFA-349895-CS-LCS
Availability of Tender Documents	The Tender document for this work shall be available from website http://uktenders.gov.in from -----17th March 2023 to -----20th April 2023
Last date for down loading of bid document from the E- procurement platform: http://uktenders.gov.in	20th April 2023 up to 1200 Hrs
Pre-Bid Conference	24th March 2023 at 1500 Hrs
Bid submission start date	28th March 2023 from 1500 Hrs. onwards
Last date and time for bid submission/ uploading of bid in E-procurement platform	20th April 2023 upto 1400 Hrs.
Submission of original document (Declaration from firm & Power of Attorney for authorized representative)	20th April 2023 upto 1500 Hrs
Time and date of opening of Technical Bids	The bid will be opened on line by the Authorized Officers on 20th April 2023 at 1500 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: Assignment Title: Consultancy service for Setting up Field Support Unit for IT Support, and Implementation of Urban e-Governance services Handholding training for the Urban Local Bodies across Government of Uttarakhand including and Directorate of Urban Development , Government of Uttarakhand through E-Procurement

Reference No.: IN-CTRFA-349895-CS-LCS

Date: 17th March 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 the **Consultancy service for Setting up Field Support Unit for IT Support, and Implementation of Urban e-Governance services Handholding training for the Urban Local Bodies across Government of Uttarakhand including and Directorate of Urban Development , Government of Uttarakhand through E-Procurement**

The Urban Local Bodies (ULB) in Uttarakhand (Uk) are 102 in numbers - 8 Nagar Nigams or Municipal Corporations, 41 Nagar Palika Parishads and 53 Nagar Panchayats. The long-term vision of the government is to improve the revenue potential of the ULBs, enhance accountability and transparency, and reform the ULBs to make them sustainable. The state is looking at two reform areas in the near future: strengthening property tax system to improve efficiency and transparency in collection and mobilization of resources and enhancing financial accountability and transparency.

1. Directorate of Urban Department (UDD) is embarking on many reforms which are listed below:
 - a. Implementing new Uttarakhand Municipal Accounting Manual (UMAM)
 - b. Implementation of GIS for ULBs
 - c. Implementation of computerized revenue management for all ULBs
 - d. Implementation of computerized accounting and other modules for all ULBs.
 - e. Revision of Acts and Rules

2. UDD ultimate aim is to computerize and digitize all the ULBs and bring them on an online platform so that all financial records and revenue records are available for better decision making. Gradually this will also help the ULBs to focus on improving their revenue efficiency, improving their accounts and transparency, and provide faster service to the public.
3. Accounting and financial management reforms plays a big part in the above said reforms. The UDD is leading this reform with guidance from the Secretary of the Department. The Finance Officer is leading the accounting and financial management reforms. All ULBs in the state accounts are going to follow Accrual-based Double Entry Accounting System as per the new UMAM and a Accounting Software (AS) covering all key accounting modules are going to be implemented in each ULB.

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 **Least Cost Selection method 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

For

Consultancy service for Setting up Field Support Unit for IT Support, and Implementation of Urban e-Governance services Handholding training for the Urban Local Bodies across Government of Uttarakhand including and Directorate of Urban Development , Government of Uttarakhand through E-Procurement

RFP No:- IN-CTRFA-349895-CS-LCS

Client: Uttarakhand Public Financial Management Strengthening Project

Country: India

Issued on: 17th March 2023

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PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Assignment Title: Consultancy service for Setting up Field Support Unit for IT Support, and Implementation of Urban e-Governance services Handholding training for the Urban Local Bodies across Government of Uttarakhand including and Directorate of Urban Development , Government of Uttarakhand through E-Procurement

RFP No: IN-CTRFA-349895-CS-LCS

Loan No. 828 IN

Issued on: 17th **March 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 Setting up Field Support Unit for IT Support, and Implementation of Urban e-Governance services Handholding training for the Urban Local Bodies across Government of Uttarakhand including and Directorate of Urban Development , Government of Uttarakhand** are provided in the Terms of Reference (Section 7).
3. A firm will be selected under Least Cost Selection (Least Cost Selection) LCS procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank’s [“Procurement Regulations for IPF Borrowers”](#) July 2016 (“Procurement Regulations”) 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 (Lump-Sum)
4. Details on the proposal’s submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

Deputy Project Director
UKPFMS
Dehradun, Uttarakhand, India
Mob: + 9718323174
E-mail: ukpfmswb@gmail.com

Section 2. Instructions to Consultants and Data Sheet

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Instructions to Consultants

A. General Provisions

1. Definitions

- (a) **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) **“Borrower”** means the Government, Government agency or other entity that signs the [*loan/financing/grant*¹] agreement with the Bank.
- (e) **“Client”** means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) **Client’s Personnel** is as defined in Clause GCC 1.1 (e).
- (g) **“Consultant”** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) **“Contract”** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any

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

day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.

- (k) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) **“Government”** means the government of the Client's country.
- (m) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (n) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (p) **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (t) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.

- (u) “**Sexual Exploitation and Abuse**” “(SEA)” means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

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

- (v) “**Sexual Harassment**” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s Personnel.
- (w) “**SPD - RFP**” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (x) “**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.
- (y) “**Terms of Reference (TORs)**” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing

their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

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

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

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

a. Conflicting Activities

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

b. Conflicting Assignments

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

c. Conflicting Relationships

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

4. Unfair Competitive Advantage

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

5. Fraud and Corruption

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

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

6. Eligibility

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

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers,

suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations.

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

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the 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 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.

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

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

a. Extension of Proposal Validity

12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original

Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

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

b. Substitution of Key Experts at Validity Extension

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

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

c. Sub-Contracting

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

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

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

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

14. Preparation of Proposals Specific Considerations

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

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

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

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

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of

taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

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

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

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

16. Financial Proposal

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

a. Price Adjustment

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

b. Taxes

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

c. Currency of Proposal

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

d. Currency of Payment

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

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
 - 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “**FINANCIAL PROPOSAL**” “[Name of the Assignment],

[reference number], [name and address of the Consultant]”, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

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

the Bank on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical Proposals

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

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

20. Proposals Evaluation

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

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

21. Evaluation of Technical Proposals

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

- 22. Financial Proposals for QBS**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
- 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**
- 23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:
- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
 - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
 - (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
 - (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.
- 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
 - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
 - (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and

- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

- 23.3 The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 35.1.
- 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.
- 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

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

a. Time-Based Contracts

- 24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and

figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

- b. Lump-Sum Contracts**
- 24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
- 25. Taxes**
- 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency**
- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality and Cost-Based Selection (QCBS)**
- 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
- b. Fixed-Budget Selection (FBS)**
- 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.
- 27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked

Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

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

D. Negotiations and Award

28. Negotiations

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

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

a. Availability of Key Experts

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

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

b. Technical Negotiations

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

the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

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

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

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

29. Conclusion of Negotiations

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

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

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in

response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award

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

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

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

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

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

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

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period.

- 33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting.

34. Signing of Contract

- 34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

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

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (b)	India
1 (o)	<p>The Consultant 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>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 representative who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. The consultant must register on http://www.uktenders.gov.in</p> <p>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.</p>

	<p>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.</p> <p><i>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.</i></p> <p>The procuring entity reserves the complete right to cancel the RFP process and reject any or all of the proposal (s).</p>
2.1	<p>Name of the Client: Uttarakhand Public Financial Management Strengthening Project</p> <p>Method of selection: Least Cost Selection (LCS) 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>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 24th March 2023</p> <p>Time: 1500 Hrs</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>9718323174</u></p> <p>E-mail: <u>ukpfmswb@gmail.com</u></p> <p>Contact person/conference coordinator: Ashish Yadav, Procurement Management Specialist</p>

	<p><u>Online Meeting Link:</u></p> <p><u>The Office of Project Director UKPFMS is inviting you to a scheduled Zoom meeting.</u></p> <p><u>Topic: The Office of Project Director UKPFMS' Zoom Meeting</u></p> <p><u>Time: Mar 24, 2023 03:00 PM India</u></p> <p><u>Join Zoom Meeting</u></p> <p><u>https://us02web.zoom.us/j/86329155629?pwd=RTcxeEsysdTbKeEU0Zk9qeTNwMmlTQT09</u></p> <p><u>Meeting ID: 863 2915 5629</u></p> <p><u>Passcode: 503259</u></p>
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Refer Section 7- Terms of Reference
4.1	As per World Bank Regulation
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English Language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</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>

(1) Power of Attorney to sign the Proposal

(2) TECH-1

(3) TECH-2

(4) TECH-3

(5) TECH-4

(6) TECH-5

(7) TECH-6

AND

2nd the Financial Proposal

(1) FIN-1

(2) FIN-2

(3) FIN-3

(4) FIN-4

(5) Statement of Undertaking (if required under Data Sheet 10.2 below)

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

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.

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

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
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	<table border="1"> <tr> <td data-bbox="440 218 537 407">1</td> <td data-bbox="537 218 959 407">Technical Format as per World Bank Format Tech -1, Tech-2, Tech-3, Tech-4, Tech-5, Tech 6</td> <td data-bbox="959 218 1435 407">On bidder's letter head duly signed by authorized signatory as per -(TPCOVER.PDF)</td> </tr> <tr> <td data-bbox="440 407 537 575">2-a</td> <td data-bbox="537 407 959 575">Financial Proposal as per World Bank Format FIN-1. FIN-2, FIN -3 and FIN-4</td> <td data-bbox="959 407 1435 575">On bidder's letter head duly signed by authorized signatory as per -(FBCOVER.PDF)</td> </tr> <tr> <td data-bbox="440 575 537 680">2-b</td> <td data-bbox="537 575 959 680">Financial Bid Format</td> <td data-bbox="959 575 1435 680">As per BoQ (.XLS) format available on e-Procurement portal</td> </tr> </table>	1	Technical Format as per World Bank Format Tech -1, Tech-2, Tech-3, Tech-4, Tech-5, 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	
1	Technical Format as per World Bank Format Tech -1, Tech-2, Tech-3, Tech-4, Tech-5, 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									
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. 										
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes</p>										
12.1	<p>Proposals shall be valid until 120 days form the last date opening of technical proposal</p>										
13.1	<p>Clarifications may be requested no later than by 23rd March 2023 e-mail at ukpfmswb@gmail.com</p> <p>The contact information for requesting clarifications is:</p> <p>Address: Project Director, Uttarakhand Public Financial Management Strengthening Project, 31/62, 3rd Floor, Urban Development Directorate Building, Rajpur Road, Dehradun-248001</p>										

	<p>Mr. Ashish Yadav, Procurement Management Specialist Mob: + 971832317, E-mail: ukpfmswb@gmail.com</p>
14.1.1	<p>Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): No Or (b) other shortlisted Consultants: No JOINT VENTURE NOT APPLICABLE</p>
14.1.2 (do not use for Fixed Budget method)	Not Applicable
14.1.3 for time- based contracts only	As per Terms of Reference
14.1.4 and 27.2 use for Fixed Budget method	Not Applicable
15.2	<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>
16.1	<p><i>a)</i> The consultants are expected to work full time as per the location mentioned in the TOR. The cost payable to consultant will be only fees based on time inputs.</p>

	<p>b) The UDD will pay for any official travel and TA/DA as per its rules for official travel.</p> <p>c) Officials Travel are permitted with prior permission of Competent Authority of UDD</p>						
16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p>No</p>						
16.3	<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>						
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant has to express the price for their Services in Indian Rupee.</p>						
<p>C. Submission, Opening and Evaluation</p>							
17.1	<p>The Consultants have the option of submitting their Proposals electronically. Yes</p>						
17.4	<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>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 RFP 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 RFP</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr No</th> <th style="text-align: center;">Detail of Documents and Formats to be uploaded on E-Procurement System</th> <th style="text-align: center;">File name to be uploaded as Single Stage-Two part/ cover system</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </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			
Sr No	Detail of Documents and Formats to be uploaded on E-Procurement System	File name to be uploaded as Single Stage-Two part/ cover system					

	1	Technical Format as per World Bank Format Tech -1, Tech-2, Tech-3, Tech-4, Tech-5 , Tech 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
<p>17.7 and 17.9</p>	<p>Last date and time for online submission of Proposal on e-procurement portal i.e. http://www.uktenders.gov.in Date: 20th April 2023 Time: 14:00 hours IST</p> <p>Hard copies of as per below details must be submitted latest by Date: 20th April 2023 upto 1500 HRs</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>		
<p>19.1</p>	<p>An online option of the opening of the Technical Proposals is offered: Yes Office of the Project Director,</p>		

	<p>Project Management Unit, Uttarakhand Public Financial Management Strengthening Project, 31/62, 3rd Floor, Urban Development Directorate Building, Rajpur Road, Dehradun-248001</p> <p>Mr. Ashish Yadav, Procurement Management Specialist</p> <p>Mob: + 9718323174, E-mail: ukpfmswb@gmail.com</p> <p>Date: 20th April 2023</p> <p>Time: 15:00 hours IST</p>
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: Not Applicable

21.1

(for FTP)

Part A:

(i) The firm/ human resource agency / consulting agency/ Institute should be an entity with more than ten years' experience in dealing in establishment and operationalization of Project Management Units / Field Support Unit / Technical or Professional Team or any assignment related to providing technical human resources assignments for Government Sectors/ Autonomous Bodies and Local Bodies Urban Local Bodies (Registration certificate)

(ii) The Consulting agency should have completed at least two Government Projects of providing technical personnel (Establishment and operationalization of PMU/ PIU/ PMC/ with any State/Central government/ PSUs of India for implementation of IT related / E-Governance/ Central Pondered Scheme / Central or State Government Schemes / EAP Projects in last five years. In support copies of work order and completion certificate to be provided.

(iii) The bidder must have at least 50 + resources in consulting profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st December 2022 .(Certificate by Head of Human Resource/authorized representative on bidder's letterhead)

(iv) The consulting firms should have positive net-worth (average during last three financial year (F.Y 19-20, 20-21 & 21-22)

The consultant shall provide an undertaking duly notarized on INR 100 Non Judicial Stamp Paper , a declaration format is annexed in Annexure – A

- 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 must not be the subject of legal proceedings for any of the foregoing reasons;
- not have, and their 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
- not have a conflict of interest in the procurement in question as specified in the bidding document.
- Comply with the code of integrity as specified in the bidding document

Part B:

Part A is Mandatory to qualify. The firms those qualify **Part A** will be considered for evaluation as per below mentioned criteria, sub-criteria and point system. In Part B, the minimum criteria are to be met, in case of failure to meet any minimum criteria, the firms stand technically disqualified The Detail of Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

Evaluation Criteria	Marking Criteria	Max Marks	Documentary Prof required
Bidder's Average Annual Turnover from Consulting and providing technical human resources /PMU/PMC service /IT/ITES Service for the last three financial years (i.e. FY 19-20, F-20-2. FY 21-22, FY 20)	Up to 5 Crore – 2.5 Points for every additional Rs Cr – 0.5 mark each Max 4 Mark	10	Certificate from the Statutory Auditor OR Audited financial statements clearly indicating turnover from consulting service/ technical resources /PMU/ PIC/PMC/ FSU and IT and ITES Service
<p><i>Experience in providing experts and personnel for Establishment and operationalization of PMU/ PIU/ PMC/ with any State/Central government/ PSUs of India for implementation of E-Governance Projects/ Central Sponsored Scheme/ Central or State Government / EAP Projects as a Lead Consultant as part of a contract (including extension contract if any) in the last 5 years of at least INR 02 Crore</i></p> <p><i>The Contract should be of at least 12 months successfully completed</i></p>	02 Projects – 5 Points further projects to be awarded 2.5 Points each Maximum Score 20 Points	20	Copy of Work Order along with Client completion/ satisfaction or CA certificate with CA's registration number & seal mentioning the amount recd. against the said work order]
Past Experience in development / Maintenance and Operationalization / Hand hold and support Handhold IT Projects or ITES service of the Project in Central/State Government / Central or State PSUs /Autonomous Bodies / Local Bodies	01 Project – 5 Points further projects to be awarded 2.5 Points each	20	Copy of Work Order along with Client completion/ satisfaction or CA certificate with CA's registration number & seal mentioning the amount recd. against the said work order]

<p>Bidder's experience in consulting/ advisory services in Urban development , Urban reform, Set up of PMU/PMC for AMRUT/ NULM/NUDM or any scheme directly related to Urban Development for State/ Centre Government/ autonomous bodies in India</p>	<p>One Project – 3 Points and any additional project 1 Points Maximum Score – 5 Points</p>	<p>05</p>	<p>Copy of Work Order along with Client completion/ satisfaction or CA certificate with CA's registration number & seal mentioning the amount recd. against the said work order]</p>
<p>Experience in Executing projects in Uttarakhand in last 5 years. –</p>	<p>2.5 Marks for each project</p>	<p>05</p>	<p>Copy of Work Order along with Client completion/ satisfaction or CA certificate with CA's registration number & seal mentioning the amount recd. against the said work order]</p>
<p>Bidder to provide presentation on following heads: a. Understanding of E-Governance Project in Urban local b Strategy for Project implantation and Support to ULBs as field and technical unit c. Methodology including work plan and proposed management plan. D. Provisions to secure and retain professionals</p>	<p>Based on Presentation</p>	<p>40</p>	<p>Technical Presentation only those firm who qualify Part A criteria</p>
<p>Total Marks</p>		<p>100</p>	
<p>The total qualifying mark is 70</p>			

	<p>It is the responsibility of the firm to provide the CVs of experts with same or higher qualification and experience. The CV's submitted will be reviewed by UKPFMS. In case of any replacement of CV's, the same is to be provided by the shortlisted firm.</p>
<p>21.1 [for STP]</p>	<p>Not Applicable</p>
	<p style="text-align: center;">Public Opening of Financial Proposals</p>
<p>23.4</p>	<p>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</p>
<p>23.5</p>	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact Mr. Ashish Yadav, 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>
<p>24.1.2</p>	<p>Not Applicable</p>
<p>25.1</p>	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, 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
27.4 (Least Cost Method)	The Consulting firm has at least attained minimum technically qualified marks and quoted the lowest financial proposal amongst the technically qualified consulting firms shall considered for award of work
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 five working days after signing of draft contract by both the parties.</p> <p>Expected Date: 20th May 2023</p> <p>Address:</p> <p>Office of the Project Director, Uttarakhand Public Financial Management Strengthening Project, 31/62, 3rd Floor, Urban Development Directorate Building, Rajpur Road, Dehradun-248001</p> <p>Mob: + 9718323174 , E-mail: ukpfmswb@gmail.com</p>
30	Standstill Period Shall not be applicable
32.1	The successful Consultant shall not submit the Beneficial Ownership Disclosure Form.
34.2	<p>Expected date for the commencement of the Services:</p> <p>Date: 10 days from the date of signing of Contract</p>
35.1	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>Title/position: <i>Dy. Project Director</i></p> <p>Client: <i>PMU, UkPFMS, Dehradun, Uttarakhand</i></p> <p>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; and3. the Client's decision to award the contract.
-	The firm must submit duly filled Annexures as attached with this Request of Proposal.

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	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.”]*

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

{OR

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

We hereby declare that:

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

- (e) We, along with any of our sub-consultants, 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) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]*
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B - Consultant's Experience

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

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

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN
RESPONDING TO THE TERMS OF REFERENCE**

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

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

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

FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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



FORM TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

{ day/month/year }

Name of Expert 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 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Consultant (company's name or JV's name):
Capacity: {insert the person's capacity to sign for the Consultant}
Address: {insert the authorized representative's address}
Phone/fax: {insert the authorized representative's phone and fax number, if applicable}
Email: {insert the authorized representative's email address}_____

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

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
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) {e.g., income tax on non-resident experts}				
(iii) {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/Month (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 ITC 6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

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

2.2 To this end, the Bank:

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

indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 7. Terms of Reference

Terms of Reference (TOR)

Set up Field Support Unit for providing IT Support's, Handhold training and Implement Urban e-Governance services into the entire state level offices of Uttarakhand Urban Development Department.

Background

1. The Urban Local Bodies (ULB) in Uttarakhand (Uk) are 102 in numbers - 8 Nagar Nigams or Municipal Corporations, 41 Nagar Palika Parishads and 53 Nagar Panchayats. The long-term vision of the government is to improve the revenue potential of the ULBs, enhance accountability and transparency, and reform the ULBs to make them sustainable. The state is looking at two reform areas in the near future: strengthening property tax system to improve efficiency and transparency in collection and mobilization of resources and enhancing financial accountability and transparency.
2. Directorate of Urban Department (UDD) is embarking on many reforms which are listed below:
 - a. Implementing new Uttarakhand Municipal Accounting Manual (UMAM)
 - b. Implementation of GIS for ULBs
 - c. Implementation of computerized revenue management for all ULBs
 - d. Implementation of computerized accounting and other modules for all ULBs.
 - e. Revision of Acts and Rules
3. The long-term vision of the government is to improve the revenue potential of the ULBs, enhance accountability and transparency, and reform the ULBs to make them sustainable. The state is looking at many reform areas in the near future for e.g., strengthening property tax system to improve efficiency and transparency in collection and mobilization of resources and enhancing financial accountability and transparency etc.
4. UDD ultimate aim is to computerize and digitize all the ULBs and bring them on an online platform so that all financial records and revenue records are available for better decision making. Gradually this will also help the ULBs to focus on improving their revenue efficiency, improving their accounts and transparency, and provide faster service to the public.
5. Accounting and financial management reforms plays a big part in the above said reforms. The UDD is leading this reform with guidance from the Secretary of the Department. The Finance Officer is leading the accounting and financial management reforms. All ULBs in the state accounts are going to follow Accrual-based Double Entry Accounting System as

per the new UMAM and an Accounting Software (AS) covering all key accounting modules are going to be implemented in each ULB.

6. UDD has hired CA Firms for Revision/Updating of Financial Statements on the basis of Accrual Based Double Entry Accounting System of Urban Local Bodies (ULBs) for Preparation of Opening Balance Sheet (OBS) as on 1st April 2021, Data Preparation for migration into Accounting Software (AS), Accounting and Finalization of Financial Statement for FY 2021-22 FY 2022-23 and FY 2023-24 as per UMAM in Accounting Software and Training/Handholding of AS to (ULBs) Staff.
7. GoUk has received a loan to fund the Uttarakhand Public Financial Management Strengthening Project (UkPFMS) and intends to apply a part of the loan proceeds for this assignment.

Objective of the Assignment

8. The objective of establishment of Field Support Unit is to Provide IT Support's, Handhold training and Implement Urban e-Governance services into the entire state level offices of Uttarakhand Urban Development Department.
9. For the purpose of conceptualizing the state level solution the selected Firm/Company is required to perform the following broader activities.
 - Shall Provide IT Personal Mobilization and deployment plan
 - Deployment of Manpower at ULB Level
 - Installation / Configuration and Digitization of Records
 - Capacity building Training / Handholding
 - IT Support- ULBs Level
 - Continuous evaluation and feedback on the system implementation

Detailed Scope of the Assignment

10. The Scope of Work of deployed staff is broadly defined as under and includes but not limited to:
 - a. To manage and maintain the digital property tax records maintained by ULBs. PT records to be updated on day to day basis and collections to be directly recorded in the system and online receipts to be issued to the property owners. Updating of new properties on regular basis.
 - b. To maintain and integrate properties in PT register as per GIS based map and data as well updating of new properties on regular basis.
 - c. To assist ULB in managing the transition to accrual based double entry accounting

system as per provisions of UMAM.

- d. Provide capacity building through training and hand holding to ensure sustaining the new accounting system.
- e. Provide assistance to the ULB in planning, preparing and monitoring the budget.
- f. To provide support on other e-governance services related to provide better services to citizens and to increase the sources of revenue as per direction of UDD.

11. The manpower requirement is as follows for UDD and ULBs level:

S.N	Structure	No of Post	Key Responsibility
1	Project Manager (Implantation)	1	<ul style="list-style-type: none"> • Project Implementation Plan, Progress Monitoring & Achieve Deliverables • Team Management • Co-ordination with Development Team & Field Support Team • Co-ordination with ULBs, UDD official • Rollout e-Governance Activity at ULB level • Any other role or responsibility given for Director UDD from time to time.
2	Technical Support Staff (GIS)	13	<ul style="list-style-type: none"> • Co-ordination with ULBs, UDD and GIS Vender. • Rollout GIS related Activity at ULB level. • Oversee the functioning of vendor/team and ensure that it is able to suitably meet the requirements of the ULB's in implementation of the project. • Coordinate development of seamless urban GIS data layers of property and other attributes required at ULB'S • Certify ULB level seamless up-to-date urban GIS data layers for the urban areas for upload and sharing with authorized end users.

			<ul style="list-style-type: none"> • Process/ analyze GIS data layers at ULB level as per the end user needs and provide GIS application products and services useful to their respective workflows and decision support on day-today mode. • Any other role or responsibility given for Director UDD from time to time.
3	Technical Support Staff (IT)	45	<ul style="list-style-type: none"> • Responsible for ULB level e-governance deliverables • Co-ordination with ULBs, UDD official, Team Lead, Project Manager (I) • Rollout e-Governance Activity at ULB level • Any other role or responsibility given for Director UDD from time to time.
Total Manpower		59	

12. Methodology for management and deployment of manpower.

- a) The Project Manager shall be posted in Urban Development Directorate (UDD) and shall reported to Urban Directorate nominated official, also monitor all District level progress, Implementation activities & issues.
- b) The Technical Support Staff (GIS) Shall be posted in District Headquarters / nearby most populated ULB/Centralized ULBs in district and they will report it to UDD/MNA/EO/Authorized ULBs Nodal Officers also prepare an District level action plan regarding GIS implementation, monitoring and capacity building of ULBs.
- c) Technical Support Staff (IT) will be posted in ULBs Clusters and will report to Project Manager Implementation/ Team lead /MNA/EO/Authorized ULBs Nodal Officers. They will support Cluster ULBs in implementation (technical support, training) of e-Governance project and carrying out additional activities required for completion of overall intent of the project. ULBs Cluster wise manpower details attached in “Annexure A”

13. Timelines for Manpower Supply –

Manpower requirement is from the date of award of contract till June 2024. It may be for a period 12 to 14 months depending on subject to award of contract. The payments will be time based with certain agreed outputs per month and will be monitored by the UDD.

14. General Terms & Conditions

- The consultant/firm under take to perform the services with the highest standards of professional and ethical competence and integrity.
- The consultant/firm shall not, during the term of this contract and within two years after expiration, disclose any proprietary or confidential information relating to the service, this contract or the client's business or operations without the prior written consent of the client.
- The consultant/firm shall be responsible for all statutory compliances relating to Income Tax, GST, Provident Fund and ESI etc.
- The consultant/firm shall ensure timely payment of remunerations to the manpower provided under the contract.

15. Services & Support to be provided by Client

- The assignment will be administratively coordinated by the Director, Urban Development Directorate
- Technical coordination in ULBs will be done by the MNA/EO/Authorized ULBs Nodal Officers.
- MNA/EO/Authorized ULBs Nodal Officers will certify the monthly task of work carried by the expert. The expert has to provide his monthly report to them, of various works carried by him under the direction of Team Leader.

ANNEXURE –A (ULB's and Cluster Details)

S.No	District Name	Name of ULB	Technical Support Staff (IT) (Cluster wise)	Technical Support Staff (GIS)	Project Manager
1	Dehradun	Nagar Nigam Dehradun	2	1	1
2		Nagar Palika Parishad Doiwala			
3		Nagar Nigam Rishikesh	2		
4		Nagar Palika Parishad Vikashnagar	1		
5		Nagar Palika Parishad Herbertpur			
6		Nagar Panchayat Selaqui			
7		Nagar Palika Parishad Mussoorie			
8	Haridwar	Nagar Nigam Haridwar	2		
9		Nagar Palika Parishad Shivaliknagar			
10		Nagar Nigam Roorkee		2	
11		Nagar Palika Parishad Manglaur	1		
12		Nagar Panchayat Jhabrera			
13		Nagar Palika Parishad Laksar	1		
14		Nagar Panchayat Landhaura			
15		Nagar Panchayat Sultanpur-Adampur			
16		Nagar Panchayat Dhandera			
17		Nagar Panchayat Padli	1		
18		Nagar Panchayat Bhagwanpur			
19		Nagar Panchayat Pirankaliyar			
20		Nagar Panchayat Imlikhera			
21	Nagar Panchayat Rampur	1			
22	Uttarkashi		Nagar Palika Parishad Uttarkashi		
23			Nagar Panchayat Gangotri		
24			Nagar Palika Parishad chinyalisaur		
25			Nagar Panchayat Purola		
26			Nagar Palika Parishad Barkot		
27		Nagar Panchayat Naugaon			
28	CHAMOLI	Nagar Palika Parishad Chamoli Gopeshwar	1		
29		Nagar Panchayat Nandprayag	1		
30		Nagar Palika Parishad Joshimath			
31		Nagar Panchayat Badrinath			
32		Nagar Panchayat Pipalkoti			
33		Nagar Panchayat Pokhari	1		
34		Nagar Palika Parishad Gauchar			
35		Nagar Palika Parishad Karanprayag			
36	Nagar Panchayat Gairsain	1			

37		Nagar Panchayat Tharali		
38	TEHRI	Nagar Palika Parishad Tehri	1	1
39		Nagar Panchayat Gaja		
40		Nagar Palika Parishad Chamba		
41		Nagar Palika Parishad Narendra Nagar	1	
42		Nagar Palika Parishad Munikireti-Dhalwala		
43		Nagar Panchayat Tapovan	1	
44		Nagar Panchayat Kirtinagar		
45		Nagar Palika Parishad Devprayag		
46		Nagar Panchayat Chamiyala		
47		Nagar Panchayat Ghansali	1	
48	Nagar Panchayat Lambgaon			
49	RUDRAPRAYAG	Nagar Palika Parishad Rudraprayag	1	1
		Nagar Panchayat Augustmuni		
50		Nagar Panchayat Tilwara	1	
51		Nagar Panchayat Kedarnath		
52		Nagar Panchayat Ukhimath		
54	PAURI	Nagar Palika Parishad Pauri	1	1
55		Nagar Panchayat Thailisain		
56		Nagar Palika Parishad Srinagar	1	
57		Nagar Panchayat Swargashram-Jonk		
58		Nagar Palika Parishad Dugadda	1	
59		Nagar Panchayat Satpuli		
60		Nagar Nigam Kotdwara		
61		PITHORAGARH	Nagar Palika Parishad Pithoragarh	
63	Nagar Palika Parishad Didihat			
64	Nagar Panchayat Gangolihat		1	
	Nagar Palika Parishad Dharchula			
65	Nagar Panchayat Berinag			
66	CHAMPAWAT	Nagar Palika Parishad Tanakpur	1	1
67		Nagar Panchayat Banbasa		
68		Nagar Palika Parishad Champawat	1	
69		Nagar Panchayat Lohaghat		
70	ALMORA	Nagar Palika Parishad Almora	1	1
71		Nagar Panchayat Dwarahat		
72		Nagar Palika Parishad RanikhetChiliyanaula	1	
73		Nagar Panchayat Bhikiyasain		
74		Nagar Panchayat Choukhitiya		
75		Nagar Palika Parishad Bageshwar		
76	Nagar Panchayat Kapkot			
77	Nagar Panchayat Garud			

78	NANITAL	Nagar Palika Parishad Nanital	1	1	
79		Nagar Palika Parishad Bhowali			
80		Nagar Panchayat Bhimtal			
81		Nagar Palika Parishad Ramnagar	1		
82		Nagar Panchayat kaladhungi			
83		Nagar Nigam Haldwani-Kathgodam	2		
84		Nagar Panchayat Lalkuan			
85	UDHAM SINGH NAGAR	Nagar Palika Parishad Jaspur	1	1	
86		Nagar Panchayat Mahuadabra			
87		Nagar Palika Parishad Mahuakheraganj			
88		Nagar Nigam Kashipur	2		
89		Nagar Palika Parishad Bazpur	1		
90		Nagar Palika Parishad Gaderpur			
91		Nagar Nigam Rudrapur	2		
92		Nagar Palika Parishad Kichha	1		
93		Nagar Palika Parishad Nagla			
94		Nagar Panchayat Lalpur			
95		Nagar Palika Parishad Sitarganj	1		
96		Nagar Palika Parishad Khatima			
97		Nagar Panchayat Shaktigarh			
98		Nagar Panchayat Nanakmatta			
99		Nagar Panchayat Sultanpur	1		
100	Nagar Panchayat Kelakhera				
101	Nagar Panchayat Dineshpur				
102	Nagar Panchayat Gularbhoj				
		Total	45	13	1

ANNEXURE –B (Qualification, Experience & Remuneration)

S. N	Role	Minimum Qualifications and Experience Requirements
1.	Program Manager (Implementation)	<p>Qualification: Essential - B. Tech /M.Tech /MCA from a reputed institute. Desirable - Knowledge of Digit / UPYOG Platform Experience: - 12+Years’ experience including 3 +Years Project / Program Management / Business Analyst/ System integrating experience in ULBs project level is a big plus. Should have in-depth knowledge on urban sector programs, reforms policies, related legal and regulatory framework, documentation, and IEC works. Rich experience in team handing etc. strong analytical, presentation skill and problem-solving skills; strong in Microsoft office -excel, power point and word. Should have led assignments as team leader and led such large teams.</p>
2.	Technical Support Staff (GIS)	<p>Qualification: Master’s Degree in Planning / Geography/ Geographical Information System (GIS) /MTech in Civil Engg or Geo-Informatics or Geo-spatial related course or equivalent from any University or Institute Experience: At least three-year working Experience of GIS mapping & surveys (Preferably related to Uttarakhand) by Using latest version of equivalent software. Candidates should also have experience in use of CAD software. Knowledge of Using Revenue Maps for planning purpose & the survey techniques on GIS Platform. The candidate should have working knowledge on use of satellite/drone for Property Tax Mapping/Planning Exercise. Must be proficient in the use of GIS based datasets and demonstrate relevant work experience</p>
3		
4.	Technical Support Staff (IT)	<p>Qualification:B. Tech/ BE/MCA / BCA / 3 Years Diploma in Computer Engineering or Information Technology Certification/specialization in domain Area Experience: Minimum 2+ Years for B.Tech /MCA or 4 +years’ experience for BCA / Diploma in Engineering CSE/IT, having experience in the following:</p>

		<ul style="list-style-type: none">• Software analyst or related function.• A highly analytical mindset and ability to understand business needs.• Excellent communication skills and problem-solving abilities are essential.• Hands-on experience with technical projects is a must.• Knowledge of databases, system security and System troubleshooting recommended.• Ability to interpret technical issues through the non-technical description provided.
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PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

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

TIME-BASED FORM OF CONTRACT
STANDARD FORM OF CONTRACT

Consultant's Services
Time-Based

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

Project Name _____

[Loan/Credit/Grant] No. _____

Assignment Title: _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A: Terms of Reference
 Appendix B: Key Experts
 Appendix C: Remuneration Cost Estimates
 Appendix D: Reimbursables Cost Estimates
 Appendix E: Form of Advance Payments Guarantee
 Appendix F Code of Conduct for Experts

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

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

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

- (l) **“GCC”** means these General Conditions of Contract.
- (m) **“Government”** means the government of the Client’s country.
- (n) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) **“Local Currency”** means the currency of the Client’s country.
- (q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (s) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:
 - Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
 - Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (v) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, or Client’s Personnel
- (w) **“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.

- (x) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
2. Relationship between the Parties 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Law Governing Contract 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. Language 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. Headings 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
7. Location 7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.
8. Authority of Member in Charge 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

10. Fraud and Corruption
- 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees**
- 10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract
- 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. Termination of Contract for Failure to Become Effective
- 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services
- 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
14. Expiration of Contract
- 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
15. Entire Agreement
- 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations
- 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
17. Force Majeure
- a. Definition**
- 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract**
- 17.4. The failure of a Party to 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 53 & 54.
18. Suspension
- 18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
19. Termination
- 19.1. This Contract may be terminated by either Party as per provisions set up below:
- a. By the Client**
- 19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five

(5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 54.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 54.1 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 54.1.
 - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. **Cessation of Rights and Obligations**
 - 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. **Cessation of Services**
 - 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. **Payment upon Termination**
 - 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
 - (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 47;
 - (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 46 through 51) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the

- disqualification of the Consultant or the termination of its Contract.
22. Confidentiality 22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant 23.1. Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be taken out by the Consultant 24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing 25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract

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

26. Reporting Obligations 26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Client in Reports and Records 27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.
28. Equipment, Vehicles and Materials 28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the

project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct 29.1. The Consultant shall have a Code of Conduct for the Experts. The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.
- These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.
- The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are carried out. The posted Code of Conduct shall be provided in languages comprehensible to Experts and Client's Personnel.
30. Forced Labor 30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
31. Child Labor 31.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

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

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

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

32. Non-Discrimination and Equal Opportunity

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

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

33. Training of Experts 33.1. The Consultant shall provide appropriate training/sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH .
- The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS

34. Description of Key Experts 34.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B**.
- 34.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 46.2.
- 34.3. If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 46.2, the Parties shall sign a Contract amendment.
35. Replacement of Key Experts 35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 35.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.

36. Approval of Additional Key Experts
- 36.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
37. Removal of Experts or Sub-consultants
- 37.1. If the Client finds that any of the Experts or Sub-consultant:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
 - (e) undertakes behaviour which breaches the Code of Conduct;
- the Consultant shall, at the Client's written request, provide a replacement.
- 37.2. 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.
- 37.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 37.4. Subject to the requirements in Sub-Clause 37.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out Services, any Expert who engages in (a) to (e) above.

38. Replacement/
Removal of Experts
– Impact on
Payments
- 38.1. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
39. Working Hours,
Overtime, Leave, etc.
- 39.1. Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.
- 39.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.
- 39.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

40. Assistance and
Exemptions
- 40.1. Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
 - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
 - (d) Issue to officials, agents and representatives of the Government all such instructions and information as

may be necessary or appropriate for the prompt and effective implementation of the Services.

- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

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| 41. Access to Project Site | 41.1. | 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. |
| 42. Change in the Applicable Law Related to Taxes and Duties | 42.1. | If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 46.2 |
| 43. Services, Facilities and Property of the Client | 43.1. | 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**.

- 43.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 46.3.
44. Counterpart Personnel
- 44.1. 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**.
- 44.2. If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 46.3.
- 44.3. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
45. Payment Obligation
- 45.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

46. Ceiling Amount
- 46.1. An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).
- 46.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.
- 46.3. For any payments in excess of the ceilings specified in GCC46.2, an amendment to the Contract shall be signed by

the Parties referring to the provision of this Contract that evokes such amendment.

47. Remuneration and Reimbursable Expenses
- 47.1. The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
- 47.2. All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.
- 47.3. Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- 47.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.
- 47.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.
48. Taxes and Duties
- 48.1. 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**.
- 48.2. 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.
49. Currency of Payment
- 49.1. Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.
50. Mode of Billing and Payment
- 50.1. Billings and payments in respect of the Services shall be made as follows:
- (a) *Advance payment*. Within the number of days after the Effective Date, the Client *shall* pay to the Consultant an advance payment as specified in the **SCC**. Unless

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

- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 49 and GCC 50 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt *by* the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as *satisfactory* by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services,

the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

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| 51. Interest on Delayed Payments | 51.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 50.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC . |
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G. FAIRNESS AND GOOD FAITH

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| 52. Good Faith | 52.1. 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. |
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H. SETTLEMENT OF DISPUTES

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| 53. Amicable Settlement | 53.1. The Parties shall seek to resolve any dispute amicably by mutual consultation. |
| | 53.2. 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 54.1 shall apply.

54. Dispute Resolution 54.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. General Conditions Attachment 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the 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 : Deputy Project Director Facsimile : NA E-mail (where permitted): ukpfmswb@gmail.com Consultant : _____ _____</p> <p>Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	NOT APPLICABLE
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 Fifteen Days Signing of the contract
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be One Month from the signing of Contract</p>
13.1	Commencement of Services:

	<p>The number of days shall be 15 days from the date of signing of contract</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 12 Months from the date of signing of contract.</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(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>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</p>
24.1	<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	All Proprietary rights remain with the CLIENT _____]
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.
47	<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>
48	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.
49.1	The currency [currencies] of payment shall be the following: Indian Rupees (INR)
50	<p><i>Payment Schedule</i></p> <p>The monthly payment will be released to the Consultant based on submission of Invoice and satisfactory performance report by Competent Authority of UDD.</p>
51.1	The interest rate is: 8% per annum for each day of delay.
54.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p>

	<p>(a) 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>Indian Council of Arbitrators</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 nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>Indian Council Of Arbitrators</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 Indian council of arbitrators .</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>Indian council of Arbitrators</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 rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <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)</p>

	<p>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>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. <p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client's country nor the Consultant's country</i>]; (b) the [<i>type of language</i>] language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
SERVICE LEVEL AGREEMENT	The SAL will be signed with the shortlisted Consultant
INTEGRITY PACT	The participating firms must submit the Integrity pact as per format attached with RFP
NON DISCLOSURE AGREEMENT	A non disclosure agreement will be signed with the shortlisted consultant

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

APPENDIX B - KEY EXPERTS

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

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

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

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

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’

Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 50.1(d) of this Contract.”

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

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

(Expressed in [insert name of currency])*

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

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

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*

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 Principal 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 the Bidder and the second party, is willing to offer/has offered the services.

Whereas the Bidder is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal is a Department under Government of Haryana.

1. OBJECTIVES

Now, therefore, the Principal and the Bidder 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 Principal 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 bidder 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 Principal will commit to prevent corruption in any form by their officials by following transparent procedures.

2. COMMITMENTS OF PRINCIPAL

The Principal commits itself to the following:

- The Principal undertakes that no official of the Principal, 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 Principal 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 Bidder which could afford an advantage to that particular bidder in comparison to other bidders.
- All the officials of the Principal 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 Principal, 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 Bidder to the Principal, with full and verifiable facts and the same is prima facie found to be correct by the Principal, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal 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 Principal the proceedings under the contract would not be stalled.

3. COMMITMENTS OF BIDDER

The Bidder 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: \

- a. The Bidder 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 principal, 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 Bidder 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 Principal 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 Principal 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 Principal's Organization.
- c. The Bidder 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 Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - e. The Bidder confirms and declares to the Principal 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 Principal, 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 Principal or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - g. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
 - h. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts
4. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

4. PREVIOUS TRANSGRESSION

- a. The Bidder 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 Bidder makes incorrect statement on this subject, Bidder 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 bidder 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 bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal 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 bidder 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 Principal, and in case of an Indian bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the Principal to the bidder 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 bidder from entering into any bid from the Principal 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 Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the principal, or alternatively, if any close relative of an officer of the Principal has financial interest/ stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Principal 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 Principal's employee or not, but not include a spouse separated from the Principal's employee by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal's employee, but does not include a child or step child who no longer in any way dependent upon the Principal's employee or of whose custody the Principal's employee has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal's

employee or to the Principal's employee's wife or husband and wholly dependent upon Principal's employee.

i) The Bidder 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 Principal, and if he does so, the Principal shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the principal resulting from such rescission and the Principal shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

.ii) The decision of the Principal or his nominee to the effect that the Bidder has committed breach of the provisions of this Integrity Pact shall be final and binding on the Bidder, however the Bidder can approach monitor (s) appointed for the purpose of this Pact as per the clause mentioned in this Pact agreement.

7. FALL CLAUSE

The Bidder 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 Bidder 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 Bidder to the principal, if the contract has already been concluded

8. INDEPENDENT EXTERNAL MONITOR(S)

a. The Principal 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 Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder. The Bidder 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 Principal and request the Management to discontinue or take corrective action, or to take other relevant action.

d. The Principal 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 Principal, the Principal or its agencies shall be entitled to examine / investigate the Books of Accounts of the Bidder and the Bidder 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 Bidder and the principal.

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

ANNEXURE-D Service Level Agreement

SPECIAL TERMS AND CONDITIONS FOR PROFESSIONAL TRAINING SERVICE

1. Preamble

Consultancy service for providing Training to newly recruited and existing account staff on Accrual Based Double Entry Accounting System and Uttarakhand Municipal Accounting Manual 2021, this contract placed through Project Director, UKPFMS and Director Urban Development shall be governed by following set of Terms and Conditions:

- a. General terms and conditions for Services.
- b. Service STC contained in this document.

The above terms and conditions are in reverse order of precedence i.e., S TC supersedes GTC, in case of any conflicting provisions. This document represents a Special Terms and Conditions (STC) and Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.

2. Objectives and Goal

The objective of this document is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to Client by Consulting agency. The goals of this agreement are to:

- a. Present a clear, concise and measurable description of services offered to the buyer
- b. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified **both** the parties understand the consequences in case of termination of services due to any of the stated reasons

The document will act as a reference for both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the

1) **Payment Terms and Schedule**

- a) All resources deployed by the selected bidder shall compulsorily mark their entry and exit on day to day basis as per the directions/policy of ULBs adhering to the working time followed in ULBs
- b) The resources shall be allowed to avail 15 leaves per year from the date of deployment of the resource on prorata basis accrued every quarter. Deployed resource shall ensure prior approval of leave from the concerned Office-In-Charge.

2) **Quality of Services**

- a) In case negative feedback is received repeatedly verbally or in writing against any of the resources deployed, the purchaser may issue written notice to the selected consultant for a suitable replacement.
- b) In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance), the client /UDD on their own discretion may decide to replace the specific resource and issue written notice to the selected bidder for a suitable replacement.

c) The selected agency shall be responsible to replace the resource(s) (of equivalent qualifications or above) within 2 weeks, unless otherwise applicable LD will be imposed as per RFP.

d) The outgoing resource would complete the knowledge transfer with the replaced resource as per the satisfaction of the UDD)

3) Resource Replacement

a) The replacement of a resource by the selected consultant after deployment shall generally not be allowed. However replacement will be allowed (without penalty) only in case, the resource leaves the organization by submitting resignation with the present employer / due to poor health condition (supported by certificate issued by a Government Doctor) / in case of Death / in special cases based on the approval received from the competent authority.

b) If situation arises, the selected agency will be allowed to replace maximum 10% resources from the date of deployment till the contract period without any penalty.

4) Service Level Standards/ Requirements/ Agreement

a) Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected authorize Consultant d partner, in a efficient manner to the identified users under this procurement.

b) The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The consultant r shall submit reports on all the service levels to the client in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.

	Measuring Parameter	Service Level	Penalty
	Manpower Absence / non-deployment	No absence Absence of manpower without substitute	No penalty INR 2000/- per day per manpower
2.	Replacement in Manpower other than manpower leaving the company	Within one year After one year till remaining period of FS	INR 50,000/- per manpower replaced No penalty

c) In case the supplier fails to rectify the issue(s) within 7 calendar days, it may be considered as breach of contract. Maximum applicable penalty for project period shall be 10% of the order value.

Note: Maximum Penalty applicable to the bidder shall not exceeds 10% of the Work Order value, if in case maximum penalty exceeds 10% of the work order value than it would be considered as non-conformance to the Quality of Services and may lead to termination of the Contract and PMU.UKPFMS may on their sole discretion cancel the order

Registered Address	
Phone No:	
Email id:	
Name of the authorized representative of firm for this RFP	
Phone no. of the authorized representative of firm for this RFP	
Email id of the authorized representative of firm for this RFP	
Do you have a HO in the State	Yes/No. If yes, please provide the address
Do you have a branch office in the State	Yes/No. If yes, please provide the address
Date of establishment	
Registration number if any with ROC, registrar of societies etc.	
Number of full-time qualified staff	
PAN	
GST	

A. Financial Details:

SN	Year	Turnover	Turnover through Consultancy / Providing Human resources of technical background	Net worth
1.	2019-20			
2.	2020-21			
3.	2021-22			
	Avg for 3 years			

(Certificate from Chartered Accountant for the consultancy turn over to be enclosed along with the copies of balance sheets)

Annexure -B

**FIRM'S EXPERIENCE IN PROJECTS IN INDIA FOR ESTABLISHMENT OF PMU /PIU/PMCC IN LAST FIVE YEARS
For ITC 19.1 Criteria -II (a)**

Sr. No.	Name of Project	Type of Project	Capacity/ Size	Project Duration	Client and Project Location	Project cost in Rs.Cr.	Commissioning Completion of Project		Remarks
							Date	Date	
1									
2									
3									
4									
5									
..									
..									
..									
						Total			

Notes:

1. Only the works in which the consultant had offered their services as technical support along with human resources to successfully operate PMC/PMU/ FSU/Any technical cell for Center /State/ Local and Autonomous Bodies
2. Client certificate shall be enclosed for each work, without client's certificate, the performance shall not be considered for evaluation.
3. Projects successfully implemented and commissioned between 1st January 2017 to FY 31st December 2022 are to be mentioned, chronologically.
4. Details of each project to be provided in form 3C-2 (b) attached.

Authorized Signature:

Name and Title of Signatory:

Annexure -C

**FIRM'S EXPERIENCE IN ICT PROJECT CONSULTING IN THE AREA OF E-GOVERNANCE, IT SERVICES
ADVISORY. FOR GOVERNMENT/GOVERNMENT / PSU DURING LAST FIVE YEARS**

Sr. No	Name of Project	Type of Project	Capacity/ Size	Project Duration	Client and Project Location	Project cost in Rs. Cr.	Commissioning / Completion of Project		Remarks
							Date	Date	
1									
2									
3									
4									
5									
..									
..									
..									
						Total			

1. Only the services / consultancy / advisory in which the consultant had offered their services as technical support in IT/ITES Services excluding hardware
2. Client certificate shall be enclosed for each work, without client's certificate, the performance shall not be considered for evaluation.
3. Projects successfully implemented and commissioned between 1st January 2017 to FY 31st December 2022 are to be mentioned, chronologically.

Authorized Signature:

Name and Title of Signatory:

Annexure -D

FIRM'S EXPERIENCE OF PMC /PIU/FSU/Technical Cell for Urban Reforms /Urban Development for Any Center or State Scheme Implementation

Sr. No	Name of Project	Type of Project	Capacity/ Size	Project Location	Client and Project Location	Project cost in Rs. Cr.	Commissioning Completion of Project		Remark
							Date	Date	
1									
2									
3									
4									
5									
..									
..									
..									
						Total			

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

1. Only the services / consultancy / advisory in which the consultant had offered their services to Urban Development department or agency or a government body or EAP Project or center or State schemes implementation
2. Client certificate shall be enclosed for each work, without client's certificate, the performance shall not be considered for evaluation.
3. Projects successfully implemented and commissioned between 1st January 2017 to FY 31st December 2022 are to be mentioned, chronologically.

Annexure -E**FIRMS EXPERINCE OF IMPLEMENTATION OF PROJECTS IN UTTARAKHAND**

Sr. No.	Name of Project	Type of Project	Capacity/ Size	Project Duration	Client and Project Location	Project cost in Rs. Cr.	Commissioning Completion of Project		Remarks
							Date	Date	
1									
2									
3									
4									
5									
..									
..									
..									
						Total			

Notes:

1. Only the works in which the consultant had offered their services as technical support along with human resources to successfully operate PMC/PMU/ FSU/Any technical cell for Center /State/ Local and Autonomous Bodies
2. Client certificate shall be enclosed for each work, without client's certificate, the performance shall not be considered for evaluation.
3. Projects successfully implemented and commissioned between 1st January 2017 to FY 31st December 2022 are to be mentioned, chronologically.
- 4.

Authorized Signature:

Name and Title of Signature

ANNEXURE-F

.(A) Institutional Strength (Educational and Professional experience and Number of / Expert/ Technical Support) in following domain areas. Add rows for additional number if necessary.

C.1 Technical Expert : GIS Expert

SN	Name of the Expert	Qualification	Experience	Details of best projects

C.2 Technical Expert - IT Support Expert

SN	Name of the Expert	Qualification	Experience	Details of best projects

C.(B): Total Number of personnel in payroll as of 31st December, 2022

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