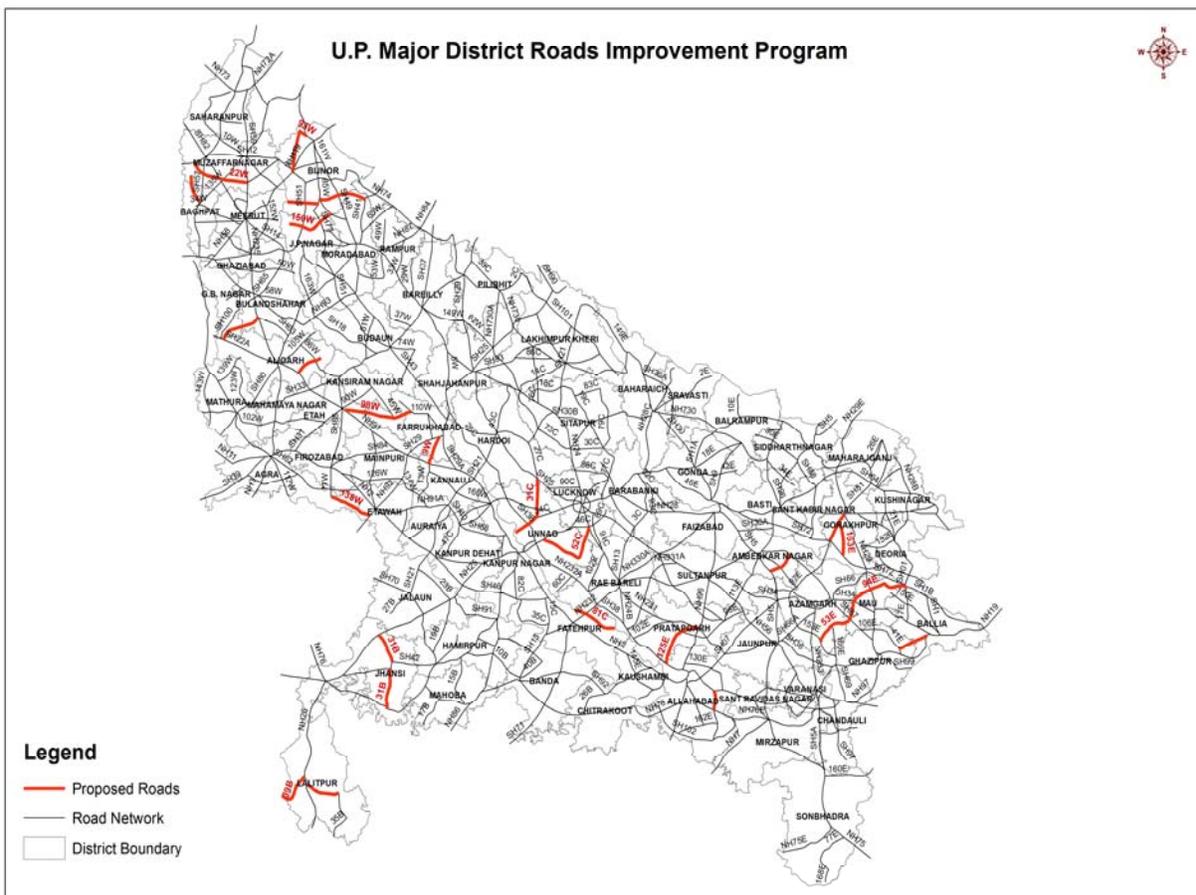


**Request for Proposals**  
**For**  
**Selection of Consultants**  
**For**  
**Proposed Uttar Pradesh Major District Roads**  
**Improvement Project (UPMDRIP)**  
**Package-1 (UP-SC-1)**



**UTTAR PRADESH PUBLIC WORKS DEPARTMENT**

Office of the Chief Engineer, World Bank Project (Roads)<sup>i</sup>, 96 M.G. Marg, UP PWD  
Lucknow -226001, Ph: 0522 – 2236496, Fax: 0522 – 2236556  
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## Foreword

1. This Standard Request for Proposals (“SRFP”) has been prepared by the Asian Development Bank (“Bank”) and is based on the Master Procurement Document for Selection of Consultants (“Master Document”). The Master Document was prepared by participating Multilateral Development Banks (“MDBs”) and reflects what are considered “best practices”.
2. This SRFP follows the structure and the provisions of the Master Document, except where specific considerations within the respective institutions have required a change.

## **SUMMARY DESCRIPTION**

### **STANDARD REQUEST FOR PROPOSALS**

#### **PART I – SELECTION PROCEDURES AND REQUIREMENTS**

##### **Section 1: Letter of Invitation (LOI)**

This Section is a template of a letter from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines or policies of the financing institution that govern the selection and award process.

##### **Section 2: Instructions to Consultants, Data Sheet, Summary and Personnel Evaluation Forms and Grounds for Disqualification of the Experts**

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP), Simplified Technical Proposal (STP) or Biodata Technical Proposal (BTP) shall be used. Summary and Personnel Evaluation Forms and Grounds for Disqualification of the Experts are attached as well

##### **Section 3: Technical Proposal – Standard Forms**

This Section includes the forms for FTP, STP and BTP that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

##### **Section 4: Financial Proposal – Standard Forms**

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

##### **Section 5: Eligible Countries**

This Section contains information regarding eligible countries.

### **Section 6: Bank’s Policy – Corrupt and Fraudulent Practices**

This Section provides shortlisted consultants with the reference to the Bank’s policy in regard to corrupt and fraudulent practices applicable to the selection process. This Section is also incorporated in the standard forms of contract (Section 8) as Attachment 1.

### **Section 7: Terms of Reference (TORs)**

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

## **PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section 8: Standard Forms of Contract**

This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates “Bank’s Policy – Corrupt and Fraudulent Practices” (Section 6 of Part I) in a form of Attachment 1.

## **SELECTION OF CONSULTANTS**

### **REQUEST FOR PROPOSALS**

**RFP No.: Package-1 (UP-SC-1)**

**Selection of Consulting Services for: Proposed Uttar Pradesh Major  
District Roads Improvement Project (UPMDRIP)**

**Client: Uttar Pradesh Public Works Department**

**Country: India**

**Project: 43574-025. Uttar Pradesh Major District Roads Improvement  
Project**

**Issued on: 22-April-2015**

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## **Preface**

This Request for Proposals (“RFP”) has been prepared by Uttar Pradesh Public Works Department and is based on the Standard Request for Proposals (“SRFP”) issued by the Asian Development Bank (“the Bank”), dated August 2013.

The SRFP reflects the structure and the provisions of the Master Procurement Document for Selection of Consultants (“Master Document”) prepared by participating Multilateral Development Banks (MDBs), except where specific considerations within the respective institutions have required a change.

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## **TABLE OF CONTENTS**

- **Section 1 – Letter of Invitation**
- **Section 2 – Instructions to Consultants and Data Sheet**
- **Section 3 – Technical Proposal – Standard Forms**
- **Section 4 – Financial Proposal – Standard Forms**
- **Section 5 – Eligible Countries**
- **Section 6 –Bank Policy- Corrupt and Fraudulent Practices**
- **Section 7 –Terms of Reference**
- **Section 8 – Conditions of Contract and Contract Forms**



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# TABLE OF CLAUSES

## **PART I**

### **Section 1. Letter of Invitation**

#### Section 2. Instructions to Consultants and Data Sheet

##### A. General Provisions

1. Definitions
2. Introduction
3. Conflict of Interest
4. Unfair Competitive Advantage
5. Corrupt and Fraudulent Practices
6. Eligibility

##### B. Preparation of Proposals

7. General Considerations
8. Cost of Preparation of Proposal
9. Language
10. Documents Comprising the Proposal
11. Only One Proposal
12. Proposal Validity
13. Clarification and Amendment of RFP
14. Preparation of Proposals – Specific Considerations
15. Technical Proposal Format and Content
16. Financial Proposal

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

17. Submission, Sealing, and Marking of Proposals
18. Confidentiality
19. Opening of Technical Proposals
20. Proposals Evaluation
21. Evaluation of Technical Proposals
22. Financial Proposals for QBS
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)
24. Correction of Errors
25. Taxes
26. Conversion to Single Currency

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27. Combined Quality and Cost Evaluation

28. Negotiations

29. Conclusion of Negotiations

30. Award of Contract

D. Negotiations and Award

E. Data Sheet

Appendix 1 – Summary and Personnel Evaluation Sheet for Full Technical Proposal

Appendix 2 – Summary and Personnel Evaluation Sheet for Simplified Technical Proposal

Appendix 3 – Summary and Personnel Evaluation Sheet for Bio data Technical Proposal

F. Disqualification of an Expert

### **Section 3. Technical Proposal – Standard Forms**

Checklist of Required Forms

Form TECH-1

Form TECH-2

Form TECH-3

Form TECH-4 (For Full Technical Proposals Only)

Form TECH-4 (For Simplified Technical Proposals Only)

Form TECH-5

Form TECH-6

### **Section 4. Financial Proposal - Standard Forms**

### **Section 5. Eligible Countries**

### **Section 6. Bank Policy – Corrupt and Fraudulent Practices**

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

## **PART II**

### **Section 8. Conditions of Contract and Contract Forms**

Time-Based Form of Contract

Preface

I. Form of Contract

II. General Conditions of Contract

III. Special Conditions of Contract

IV. Appendices

## PART I

### Section 1. Letter of Invitation

RFP No.: Package-1 (UP-SC-1)  
Loan Financing: Project 43574-025

Lucknow, 22-Apr-2015

Dear Mr./Ms.:

1. India (hereinafter called “Borrower”), on behalf of the state government of Uttar Pradesh, has applied for financing from the Asian Development Bank (the “Bank”) in the form of a loan toward the cost of Uttar Pradesh Major District Roads Improvement Project. The Uttar Pradesh Public Works Department (UPPWD), an executing agency, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. While advance consultant recruitment action will take place for the assignment identified in the next paragraph, such action does not commit ADB to approve the loan, the project, or to finance any such consultant recruitment costs. Payments by the Bank will be made only at the request of the UPPWD and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. UPPWD (the “Client”) now invites proposals to provide the following consulting services (hereinafter called “Services”): Consultancy Services for Supervision of Civil Works for the Uttar Pradesh Major District Roads Improvement Project, [Package-1 (UP-SC-1)]. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

Sl. No.	Consultant Name and Country of Incorporation
1	Joint venture between EUROESTUDIOS (Spain) and Theme Engineering Services Pvt. Ltd. (India)
2	SMEC International Pty Ltd (Australia)
3	Lea Associates South Asia Private Limited (India) in association with Pioneer Infra Consultants Pvt. Ltd. (India)
4	Intercontinental Consultants & Technocrats Pvt. Ltd. (India)
5	MSV International Inc. (United States)

6	Joint venture between Egis International (France), Consulting Engineers Group Ltd (India), and Egis India Consulting Engineers Pvt. Ltd. (India)
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4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as debarment of the JV partner or occurrence of Force Majeure.
5. A firm will be selected under QCBS procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers – which can be found at the following website: [www.adb.org](http://www.adb.org).
6. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants, Data Sheet, Summary and Personnel Evaluation Forms, and Grounds for Disqualification of the Experts
  - Section 3 - Technical Proposal (FTP) - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 – Eligible Countries
  - Section 6 – Bank's Policy – Corrupt and Fraudulent Practices
  - Section 7 - Terms of Reference
  - Section 8 - Standard Forms of Contract (Time-Based)
7. Please inform us by 08<sup>th</sup> May, 2015, in writing at [Office of Chief Engineer, World Bank Project \(Roads\)<sup>1</sup>, 96, M.G. Marg, UP PWD, Lucknow- 226 001](#), by facsimile 0522-2236556, or by E-mail [cewbuppwd@gmail.com](mailto:cewbuppwd@gmail.com):
  - (a) whether you intend to submit a proposal or not and, if affirmative
  - (b) whether you intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
8. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

**Office of the Chief Engineer  
World Bank Project (Roads)<sup>1</sup>**

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<sup>1</sup> The designation of Chief Engineer, World Bank Project (Roads) is likely to be changed to Chief Engineer, Externally Aided Project within a short time.

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**U.P.P.W.D, Nirman Bhawan**  
**96, Mahatma Gandhi Marg**  
**Lucknow 226 001, Uttar Pradesh – INDIA**

**Telephone No.** : (91) 0522-2236496  
**Fax No.** : (91) 0522 - 2236556  
**Email.** : [cewbuppwd@gmail.com](mailto:cewbuppwd@gmail.com)



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## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
  - (b) “Applicable Guidelines” means the policies of the Asian Development Bank governing the selection and Contract award process as set forth in this RFP.
  - (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
  - (d) “Bank” means the Asian Development Bank.
  - (e) “Borrower” means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Bank.
  - (f) “Client” means the executing agency that signs the Contract for the Services with the selected Consultant.
  - (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
  - (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (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.
  - (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 India.
  - (m) “Joint Venture (JV)” means an association with or without a
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legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
  - (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
  - (p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
  - (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 SRFP.
  - (t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
  - (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
  - (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
  - (w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected
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results and deliverables of the assignment.

## 2. Introduction

The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

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.

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.

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

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.

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.

Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, 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
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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 the Client or the Recipient or Beneficiary] or of the [implementing/executing agency] or of a recipient of a part of the Bank's financing who are directly or indirectly involved in any part of (i) the preparation of the 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.

(iv) Any other types of conflicting relationships as indicated in the **Data Sheet**.

**4. Unfair Competitive Advantage**

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. Corrupt and Fraudulent Practices**

5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit ADB or its representatives to inspect the accounts, records and other documents relating to the submission of

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the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the ADB.

## **6. Eligibility**

- 6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 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 Asian Development Bank in Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers, which can be found in the following website: [www.adb.org](http://www.adb.org).
- 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

### **a. Sanctions**

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

### **b. Prohibitions**

- 6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:
- (a) as a matter of law or official regulations, the Borrower's/Beneficiary's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
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**c. Restrictions for Government-owned Enterprises** 6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.

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

## **B. Preparation of Proposals**

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

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

**9. Language** 9.1 The Proposal, as well as all correspondence and 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,

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Contract execution, as requested in the Financial Proposal submission form (Section 4).

**11. Only One Proposal**

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

**12. Proposal Validity**

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

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

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

**a. Extension of Validity Period**

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

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

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 provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such

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case, a replacement 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 replacement 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 unless otherwise indicated in the **Data Sheet**.
- 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.
- 13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of**
- 14.1 While preparing the Proposal, the Consultant must give
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- Proposals – Specific Considerations**
- particular attention to the following:
- 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a 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) and the Client’s estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.
- 14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.
- 14.1.4 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 not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), a Biodata Technical Proposal (BTP) 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
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list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable and (d) contingency indicated in the **Data Sheet**.

- 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 Clause 10 (Documents Comprising Proposal). 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 Proposals 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.
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- 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 of 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) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE**[insert the time and date of the submission deadline indicated in the Data Sheet]”.
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required; the Client shall reject the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall
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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 publication of the Contract award information.
- 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 should 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 Clause 23 of the ITC.
- 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

- 20.1 Subject to provision of Clause 15.1 of the ITC, the
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<b>Evaluation</b>	<p>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.</p>
	<p>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 Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
	<p>20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant’s Technical or Financial Proposal. The Client may, however, request clarification on an expert’s eligibility, specifically items (ii) to (vi) of Form TECH-6 with prior approval from ADB. Any request for clarification must be sent and responded to in writing.</p>
<b>21. Evaluation of Technical Proposals</b>	<p>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 Summary and Personnel Evaluation Sheet attached to the <b>Data Sheet</b>. 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 <b>Data Sheet</b>.</p>
<b>22. Financial Proposals for QBS</b>	<p>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.</p> <p>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.</p>
<b>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b>	<p>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 (and shall provide</p>

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information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. 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 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

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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**

24.2 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 Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

**25. Taxes**

25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation.

25.2 Any local identifiable indirect taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income tax payable to the Client's country on the remuneration of non-resident Experts for the services rendered in the Client's country are dealt with 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 achieving the highest combined technical and financial score 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 Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted 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 (LCS)**

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical

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score, and invite such 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 Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

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

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evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

**29. Conclusion of Negotiations**

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

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

**30. Award of Contract**

30.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

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

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## E. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1 (c)</b>	<b>India</b>
<b>1(k)<sup>2,3</sup> (definitions)</b>	<p>ADB differentiates between International and National Experts.</p> <p>International experts mean experts who are citizens of an ADB member country.</p> <p>National experts mean experts who are citizens of the Client's country.</p> <p>Nationals of a DMC who possess the appropriate international experience may be considered for assignments that require international expertise, whether in the national's own country or in other DMCs. The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.</p>
<b>2.1</b>	<p><b>Name of the Client: Uttar Pradesh Public Works Department</b></p> <p><b>Method of selection:</b> Quality- and- Cost- Based Selection as per applicable Guidelines: Guidelines on Use of Consultants by ADB and Its Borrowers available on <a href="http://www.adb.org/documents/guidelines-use-consultants-asian-development-bank-and-its-borrowers?ref=/site/business-opportunities/operational-procurement/consulting">http://www.adb.org/documents/guidelines-use-consultants-asian-development-bank-and-its-borrowers?ref=/site/business-opportunities/operational-procurement/consulting</a></p>
<b>2.2</b>	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b> YES</p> <p><b>The name of the assignment is:</b> Consultancy Services for Supervision of Civil Works for the Uttar Pradesh Major District Roads Improvement Project, [Package-1 (UP-SC-1)].</p>
<b>2.3</b>	<p><b>A pre-proposal conference will be held:</b> Yes</p> <p>Date of pre-proposal conference : 14<sup>th</sup> May, 2015</p>

<sup>2</sup> ADB Consulting Services Guidelines 1.3.

<sup>3</sup> Citizenship is determined from the passport the expert holds or other legal document in the case of national experts in certain countries who do not have passports.

	<p>Time: 11:00 AM (IST)  Address: Office of the Chief Engineer, World Bank Project (Roads),  U.P.P.W.D, Nirman Bhawan, 96, Mahatma Gandhi Marg,  Lucknow 226 001 , Uttar Pradesh – INDIA</p> <p>Telephone: (+91) 0522-2236496 Facsimile: (+91) 0522 - 2236556  E-mail: <a href="mailto:cewbuppwd@gmail.com">cewbuppwd@gmail.com</a>, <a href="mailto:pdsrp2@yahoo.co.in">pdsrp2@yahoo.co.in</a></p> <p>Contact person/conference coordinator:  Mr. Umashankar, Superintending Engineer (Planning)  Office of Chief Engineer , World Bank Project (Roads),  U.P.P.W.D, Nirman Bhawan, 96, Mahatma Gandhi Marg,  Lucknow,226 001 U.P. (India)</p>
2.4	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b>  Please refer to Section 7, TOR</p>
4.1	<p><b>Disclosure:</b> One of the shortlisted consultant firms has prior involvement with the project as a consultant for ‘Project Preparatory Technical Assistance’ (PPTA) working on behalf of ADB.</p> <p>The scope of the PPTA involved reviewing the detailed project reports (DPRs) of UPPWD, supplementing economic assessments, assessing and finalizing environmental and social safeguards documents, and generally aligning project documents to be in line with ADB’s requirements for appraisal. DPRs were prepared by another consultant for UPPWD, and were not part of the PPTA scope.</p> <p>This firm has also NOT been involved in drafting the TOR for this assignment, or in any other manner in this process. The Client does not anticipate that the prior involvement of this consultant firm in the PPTA will give it any substantive advantage in this process. Other firms are free to review the DPRs on an as-is where-is basis in the office of the Client, and to conduct site visits as they may feel necessary, prior to submitting proposals.</p>
6.3.1	<p><b>A list of debarred firms and individuals is available at the Bank’s external website <a href="http://www.adb.org/Integrity/sanctions.asp">http://www.adb.org/Integrity/sanctions.asp</a></b></p>
<p><b>B. Preparation of Proposals</b></p>	
9.1	<p>This RFP has been issued in the <b>English</b> language.  Proposals shall be submitted in <b>English</b> language.  All correspondence exchange shall be in <b>English</b> language.</p>

10.1	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) Proof of Legal Status and Eligibility</li> <li>(3) TECH-1(including Statement of Undertaking if required under Data Sheet 10.2 below)</li> <li>(4) TECH-2</li> <li>(5) TECH-3</li> <li>(6) TECH-4</li> <li>(7) TECH-5</li> <li>(8) TECH-6</li> </ol> <p>AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal</b></p> <ol style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> </ol> <p>Proof of legal status establish Consultant’s legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none"> <li>• Certificate of incorporation in an ADB member country.</li> <li>• Partnerships duly organized in an ADB member country</li> <li>• Universities, institutions, public sector organizations, and NGOs that are not legally incorporated shall provide other documentation that establishes their legal capacity to enter into binding and enforceable contracts with the Client (such as charter, statute, etc.).</li> </ul> <p>Please refer to CHECKLIST OF REQUIRED FORMS in Section 3</p>
10.2	<p><b>Statement of Undertaking is required</b></p> <p>No</p>
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 must remain valid for 180 calendar days after the proposal submission deadline (i.e., until: 7<sup>th</sup> December, 2015).</p>

12.9	The Consultant shall not subcontract the whole of the services.
13.1	<p><b>Clarifications may be requested no later than 15 days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is:</p> <p style="text-align: center;">Office of the Chief Engineer, World Bank Project (Roads), U.P.P.W.D, Nirman Bhawan, 96, Mahatma Gandhi Marg, Lucknow 226 001 , Uttar Pradesh - INDIA</p> <p>Telephone: (+91) 0522-2236496 Facsimile: (+91) 0522 - 2236556 E-mail: cewbuppwd@gmail.com</p>
14.1.1	<p><b>Shortlisted Consultants may associate with</b></p> <p><b>(a) non-shortlisted consultant(s):</b> Yes</p> <p><b>(b) other shortlisted Consultants:</b> No</p> <p>[Notes to Client: Default provision is for (a) “Yes” and (b) “No”, e.g. Shortlisted consultants may <u>not</u> associate with other shortlisted consultants, but may associate with other non-shortlisted consultants. Any deviations from the default provisions would require ADB prior approval ]</p>
14.1.2	<p><b>Estimated input of national Key Experts’ time-input: 546 person-months</b></p> <p>AND</p> <p><b>Estimated total cost of the assignment for the assignment: \$4.20 million</b></p>
14.1.3 for time-based contracts only	Not Applicable
14.1.4 (QCBS with maximum budget)	Not Applicable
14.1.4 and 27.2 use for Fixed Budget	Not Applicable

method	
15.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Please refer to Checklist of Required Forms in Section 3</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<ol style="list-style-type: none"> <li>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</li> <li>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, including overheads and back-stop support;</li> <li>(4) communications costs;</li> <li>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</li> <li>(6) cost of reports production (including printing) and delivering to the Client;</li> <li>(7) other allowances where applicable</li> </ol> <p><b>Provisional sums:</b> \$1,50,000 ( reimbursable as per actual)</p> <p><b>Contingency:</b> \$193,000</p>
16.2	<p><b>A price adjustment provision applies to remuneration rates:</b> Yes</p>
16.3	<p>The Client will reimburse only Service Tax including Education Cess and surcharge, if any. All other applicable taxes shall be payable by the Consultant.</p> <p>Information on the Consultant's tax obligations in the Client's country can be found on the official website of Government of India and Government of Uttar Pradesh</p>
16.4	<p><b>The Financial Proposal shall be stated in the following currencies:</b> <b>1. Indian Rupees</b></p>

	<p><b>2. United States Dollars</b></p> <p><b>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes</b></p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
17.1	<p><b>The Consultants shall not have the option of submitting their Proposals electronically.</b></p>
17.4	<p><b>The Consultant must submit:</b>  (a) <b>Technical Proposal:</b> one (1) original and four copies;  (b) <b>Financial Proposal:</b> one (1) original.</p>
17.9	<p><b>The Proposals must be received at the address below no later than:</b>  <b>Date:</b> 10<sup>th</sup> June, 2015  <b>Time:</b> 16:00 local time</p> <p><b>The Proposal submission address is:</b>  Office of the Chief Engineer, World Bank Project (Roads),  U.P.P.W.D, Nirman Bhawan, 96, Mahatma Gandhi Marg,  Lucknow 226 001 , Uttar Pradesh - INDIA</p> <hr/> <p>The Consultant is requested to submit copies of the Technical Proposal at the same time to ADB HQ in Manila and ADB Resident Mission:</p> <p><u>For ADB HQ, Manila:</u>  c/o Director, OSP1, ADB  6 ADB Avenue, Mandaluyong, Metro Manila 1550 Philippines</p> <p><u>For ADB Resident Mission in the Country:</u>  The Country Director,  Asian Development bank,  Indian Resident Mission,  4, San Martin Marg, Chanakyapuri,  New Delhi 110 021, India.</p>
19.1	<p><b>An online option of the opening of the Technical Proposals is offered: No</b></p> <p><b>The opening shall take place at:</b>  same as the Proposal submission address</p> <p><b>Date:</b> Same as the submission deadline indicated in 17.9.</p>

	<b>Time:</b> Immediately after the time for the submission deadline
<b>19.2</b>	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals :</b></p> <p>Confirmation that invitation to submit proposal was not transferred to another party.</p>
<b>20.2</b>	The Client will follow the Guidance Note for Financial Evaluation: <a href="http://www.adb.org/site/business-opportunities/operational-procurement/consulting/documents">http://www.adb.org/site/business-opportunities/operational-procurement/consulting/documents</a>
<b>21.1</b>	<p>The evaluation criteria, sub-criteria, and point system are specified in the Summary and Personnel Evaluation Sheets that are attached to the Data Sheet.</p> <p><b>The minimum technical score (St) required to pass is: 750 (on a scale of 1 to 1000)</b></p>
<b>23.1</b>	<b>An online option of the opening of the Financial Proposals is offered: No</b>
<b>23.1 and 23.2</b>	The Client will read aloud only overall technical scores.
<b>25.2</b>	For evaluation purposes, such taxes are deemed included in the Consultant's financial proposal except Service Tax including Education Cess and surcharge (if any) which are reimbursable.
<b>26.1</b>	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is US Dollar (USD)</b></p> <p><b>The official source of the selling (exchange) rate is: State Bank of India, Government Business Branch, Lucknow</b></p> <p><b>The date of the exchange rate is: 28 days prior to the last date of submission of proposal.</b></p>
<b>27.1</b> <b>[a. QCBS only]</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 1000.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>Sf = 1000 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest ETP[Evaluated Total Price (ETP) which is equal to the Adjusted Total Price (ATP) less Non-competitive Component, i.e., provisional sums and</p>

	<p>contingency], and “F” is the ETP of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 80, and</b>  <b>P = 20</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p> <p>The Consultant invited for negotiations as per ITC 28.1 will furnish within 10 days of completion of negotiations, an unconditional Bank Guarantee from any Indian Nationalized or Scheduled Bank in the Performance Security Form or another form acceptable to the Client for an amount equivalent to 10% of the total negotiated contract value towards Performance Security valid for a period of 3 months beyond the date of completion of services.</p>
	<b>D. Negotiations and Award</b>
<b>28.1</b>	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Date:</b> 15<sup>th</sup> September, 2015  <b>Address:</b> same as the proposal submission address</p>
<b>30.1</b>	<p><b>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: <a href="http://www.uppwd.up.nic.in">www.uppwd.up.nic.in</a></b>  The publication will be done within 30 days after the contract signing.</p>
<b>30.2</b>	<p><b>Expected date for the commencement of the Services:</b></p> <p><b>Date:</b> 31<sup>st</sup> October, 2015 <b>at:</b> Office of the Chief Engineer, World Bank Project (Roads), U.P.P.W.D, Nirman Bhawan, 96, Mahatma Gandhi Marg, Lucknow 226 001 , Uttar Pradesh - INDIA</p>

Insert the Summary and Personnel Evaluation Sheet based on the type of Proposal used.

Appendix 1 – [Summary and Personnel Evaluation Sheet for Full Technical Proposal](#)

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## F. Disqualification of an Expert

	<b>Zero (0%) rating resulting in disqualification will be given to a nominated expert in particular circumstances:</b>	<b>Reference</b>
1.	The expert is not a citizen (determined from the passport the expert holds or other legal document in the case of national experts in certain countries who do not have passports) of an ADB member country.	ITC 6.1/2
2.	The expert is proposed for a national position but is not a citizen of that country.	ITC 6.2
3.	The expert failed to state his citizenship on the CV.	ITC 6.1/2, Section 6, TECH-6
4.	The expert's CV is not signed.	TECH-6
5.	The expert is a current employee of the Client.	ITC 6.2/6.3.4, TECH-6
6.	The Consultant and the expert failed to disclose any situation of an actual or potential conflict of interest about the expert.	ITC 3/6.2, Section 6



### 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, STP or BTP, (✓)			FORM	DESCRIPTION	Page Limit		
FTP	STP	BTP					
✓	✓	✓	TECH-1	Technical Proposal Submission Form.			
✓	✓	✓	TECH-1 Attachment	Proof of legal status and eligibility			
“✓” If applicable			TECH-1 Attachment	If the Proposal is submitted by a joint venture, 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			
FTP	STP	BTP			FTP	STP	BTP
✓			TECH-2	Consultant’s Organization and Experience.			
✓			TECH-2A	A. Consultant’s Organization	2	n/a	n/a
✓			TECH-2B	B. Consultant’s Experience	20	n/a	n/a
✓			TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	[See footnote ] <sup>4</sup>		
✓			TECH-3A	A. On the Terms of Reference	n/a	n/a	n/a
✓			TECH-3B	B. On the Counterpart Staff and Facilities	2	n/a	n/a
✓	✓		TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	50	10	1
✓	✓	✓	TECH-5	Work Schedule and Planning for Deliverables	n/a	n/a	n/a
✓	✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	5	5	5

<sup>4</sup> For the FTP, the total number of pages for combined forms TECH-3(FTP) and TECH-4 (FTP) should not exceed 50. A page is defined as one printed side of A4 or letter-size paper. There is a penalty for pages exceeding the stipulation.

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

---

{Location, Date}

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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 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 in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the 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 country of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
  - (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
  - (c) We have no conflict of interest in accordance with ITC 3.
-

- 
- (d) We meet the eligibility requirements as stated in ITC 6.
  - (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment
  - (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
  - (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
  - (h) [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.]

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

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

We remain,

Yours sincerely,

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

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

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

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

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

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

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

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**FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)****CONSULTANT'S ORGANIZATION AND EXPERIENCE**

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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<sup>5</sup>.

**B - Consultant's Experience**

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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 partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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<sup>5</sup> Beneficial ownership shows all owners and major shareholders of the company, including any person or entity who enjoys the benefit of ownership including, but not limited to power of control and influence of the business transactions, receiving dividends or profit share. This includes direct or indirect ownership of the company (e.g. ownership by close relatives).

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<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (<i>in US\$ or EURO</i>)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., US\$1 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}

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**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**

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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**

{Include 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}

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

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

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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 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**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 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

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

Nº	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	.....		D-...		Home	Field	Total
<b>KEY EXPERTS</b>															
<b>International</b>															
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}	[Team Leader]	[Home]	[2 month]	[1.0]		[1.0]								
			[Field]	[0.5 m]	[2.5]		[0]								
K-2	e.g., Mr. Xxyyyy, USA, 20.04.1969}														
K-3															
<b>National</b>															
n															
											<b>Subtotal</b>				
<b>NON-KEY EXPERTS</b>															
N-1			[Home]												
			[Field]												
N-2															
n															
											<b>Subtotal</b>				
											<b>Total</b>				

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. 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, at Client's request.

 Full time input  
 Part time input

**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**Membership in Professional Associations and Publications:**

\_\_\_\_\_

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

\_\_\_\_\_

**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
---	--

\_\_\_\_\_

<b>{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}</b>	

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

**Certification:**

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

*(i) This CV correctly describes my qualifications and experience*

*(ii) I am not a current employee of the Executing or the Implementing Agency*

*(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.*

*(iv) I was not part of the team who wrote the terms of reference for this consulting services assignment*

*(v) I am not currently debarred by a multilateral development bank*

*(vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.*

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

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

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

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of expert or authorized representative of the firm]<sup>6</sup> Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

<sup>4</sup> This CV can be signed by a senior representative of the Consultant provided during proposal submission. If the Consultant's proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

## **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.

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Other Expenses, Provisional Sums and Contingency

---

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

{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 Clause 25.2 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 binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other 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 Agent(s)/Other party	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

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

We remain,

Yours sincerely,

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

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

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

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

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

{For a joint venture, either all members shall sign or only the lead member/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 Clause <b>16.4 of the Data Sheet</b> . Payments will be made in the currency(ies) expressed. Delete columns which are not used.}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data
<b>Competitive Components</b>				
Remuneration, Key Experts				
Remuneration, Non-Key Experts				
Reimbursable Expenses				
<b>Sub-Total</b>				
<b>Non-Competitive Components</b>				
Provisional Sums				
Contingency				
<b>Sub-Total</b>				
<b>Total Cost of the Financial Proposal <sup>7</sup></b>				
<b>Indirect Local Tax Estimates <sup>8</sup></b>				
(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>				

<sup>7</sup> Should match the amount in Form FIN-1.

<sup>8</sup> To be discussed and finalized at the negotiations if the Contract is awarded.

### FORM FIN-3 BREAKDOWN OF REMUNERATION<sup>9</sup>

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

No.	Name	Nationality	Currency	Person-month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	{Currency 1- as in FIN-2}	{Currency 2- as in FIN-2}	{Currency 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
<b>KEY EXPERTS (International)<sup>10</sup></b>									
1.									
2.									
<b>Sub-Total Costs</b>									
<b>KEY EXPERTS (National)</b>									
1.									
2.									
<b>Sub-Total Costs</b>									
<b>Total Costs: Key Experts (International and National)</b>									
<b>NON-KEY EXPERTS</b>									
1.									
2.									
<b>Total Costs: Non-Key Experts</b>									
<b>TOTAL COSTS: KEY AND NON-KEY EXPERTS</b>									

<sup>9</sup> In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

<sup>10</sup> As identified in the Summary and Personnel Evaluation Sheet.

**CONSULTANT’S REPRESENTATIONS REGARDING COSTS AND CHARGES  
(EXPANDED FORM TO FIN-3 – QBS, CQS, AND SSS)**

**(EXPRESSED IN [INSERT NAME OF CURRENCY\*])**

<i>Personnel</i>		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
<i>Name</i>	<i>Position</i>	<i>Basic Remuneration Rate per Working Month/Day/Year</i>	<i>Social Charges<sup>1</sup></i>	<i>Overhead<sub>1</sub></i>	<i>Subtotal</i>	<i>Profit<sup>2</sup></i>	<i>Away from Home Office Allowance</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour<sup>1</sup></i>
<i>Home Office</i>									
<i>Client’s Country</i>									

\* If more than one currency is used, use additional table(s), one for each currency

1. Expressed as percentage of 1

2. Expressed as percentage of 4

### ***Sample Form***

*Consultant:*  
*Assignment:*

*Country:*  
*Date:*

#### ***Consultant's Representations Regarding Costs and Charges***

*We hereby confirm that:*

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

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

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Date*

*Name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

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

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

Type of Expenses, Provisional Sums and Contingency	Quantity	Unit	Currency	Unit Price	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
<b>Reimbursable Expenses</b>								
{e.g., Per diem allowances}	{Day}							
{e.g., International flights}	{RT}							
{e.g., In/out airport transportation}	{Trip}							
{e.g., Communication costs}								
{ e.g., reproduction of reports}								
{e.g., Office rent}								
<b>Sub-Total: Reimbursable Expenses</b>								
<b>Provisional Sums</b>								
Item 1								
Item 2								
<b>Sub-Total: Provisional Sums</b>								
<b>Contingency</b>								
<b>Total: Reimbursable Expenses + Provisional Sums + Contingency</b>								

\* Provisional Sums and Contingency must be expressed in the currency indicated in the data sheet.

## Section 5. Eligible Countries

[ For the purpose of ITC6.1, the list of current member countries is available at <http://www.adb.org/about/members>.

1	Afghanistan	36	Singapore
2	Armenia	37	Solomon Islands
3	Australia	38	Sri Lanka
4	Azerbaijan	39	Taipei, China
5	Bangladesh	40	Tajikistan
6	Bhutan	41	Thailand
7	Brunei Darussalam	42	Timor-Leste
8	Cambodia	43	Tonga
9	China, People's Republic of	44	Turkmenistan
10	Cook Islands	45	Tuvalu
11	Fiji	46	Uzbekistan
12	Georgia	47	Vanuatu
13	Hong Kong, China	48	Viet Nam
14	India	49	Austria
15	Indonesia	50	Belgium
16	Japan	51	Canada
17	Kazakhstan	52	Denmark
18	Kiribati	53	Finland
19	Korea, Republic of	58	France
20	Kyrgyz Republic	59	Germany
21	Lao People's Democratic Republic	60	Ireland
22	Malaysia	61	Italy
23	Maldives	62	Luxembourg
24	Marshall Islands	63	The Netherlands
25	Micronesia, Federated States of	64	Norway
26	Mongolia	65	Portugal
27	Myanmar	66	Spain
28	Nauru	67	Sweden
29	Nepal	68	Switzerland
30	New Zealand	69	Turkey
31	Pakistan	70	United Kingdom
32	Palau	71	United States
33	Papua New Guinea		
34	Philippines		
35	Samoa		

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

Under the ITC 6.3.2 (a): none

Under the ITC 6.3.2 (b): none



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## Section 6. Bank Policy – Corrupt and Fraudulent Practices

ADB's anticorruption policy requires that borrowers (including beneficiaries of ADB-financed activity), as well as consultants under ADB-financed contracts, observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy, in the context of these Guidelines, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - (ii) A “fraudulent practice” is any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) A “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;
  - (iv) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) Abuse, this is theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
  - (vi) Conflict of interest, which is any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
  - (vii) “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 an ADB investigation; b) making false statements to investigators in order to materially impede an ADB investigation; c) 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 d) materially impeding ADB's contractual rights of audit or access to information.
  - (viii) These terms collectively are called “integrity violations.”

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- (b) will reject a proposal for an award if it determines that the consultant recommended for the award has directly, or through an agent, engaged in integrity violations in competing for the contract in question;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower of ADB financing engaged in integrity violations during the consultant selection process or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
  - (d) will sanction a firm or individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, such consulting firm, individual or successor from participation in ADB-financed or ADB-administered activities or to benefit from an ADB-financed or ADB-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in integrity violations or other prohibited practices.

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

**Uttar Pradesh Major District Roads Improvement Project  
(Asian Development Bank Project 43574-025)**

**Terms of Reference for Construction Supervision Consultants**

**Package-1 [UP-SC-1]**

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## **1.0 BACKGROUND**

1.1 The Government of India has applied for a loan from the Asian Development Bank (ADB), and intends to utilize part of this loan towards the cost of the contract for consulting services related to construction supervision of Civil Works to be taken up under the proposed project of improving major district roads in the state of Uttar Pradesh, details of which are elaborated in subsequent sections. A project implementation unit (PIU) under the Uttar Pradesh Public Works Department (UPPWD) is designated as the Implementing Agency (IA) for the project. The government of Uttar Pradesh, acting through the UPPWD will be the executing agency (EA) for the project.

1.2 The state of Uttar Pradesh has a road network of approximately 300,000km, out of which 173,000km is under UPPWD. The roads under UPPWD comprise 7,550 km of National Highways (NHs), 7,530 km of State Highways (SHs), 7,544 km of Major District Roads (MDRs), 39,245 km of Other District Roads (ODRs) and 118,166 km of Village Roads. Only about 60% of SHs are double lane. In the entire state 62% of MDRs and 83% of ODRs have widths less than 7 m.

1.3 A strategic option study carried earlier in 1996 indicated that the state lacked in terms of good quality roads compared to many other states of the country in terms of traffic capacity and road condition and a strategic core road network was identified for improvement. Based on that study, the Uttar Pradesh State Roads Project was completed in the year 2010, wherein almost 2,600 km of roads out of the network were upgraded or rehabilitated with World Bank assistance.

1.4 In view of the emerging traffic trends, it is clear that there is an urgent need for further improving the road network of the state and redefining the core road network from time to time. Keeping this in mind, a study to prepare a road network master plan of the state has been done, wherein consultants appointed by UPPWD have identified an updated Core Road Network (CRN) for the state comprising:

National Highway	7,550km
State Highways	7,530km
Major District Roads	5,761km
Other District Roads	3,254km
<b>Total</b>	<b>24,095km</b>

1.5 The Government of Uttar Pradesh has a long-term program to improve the CRN and, as part of this program, has applied for a financial assistance from ADB for the Uttar Pradesh Major District Roads Improvement Project (UPMDRIP) – hereinafter referred as “the Project.” The project will focus on MDRS forming part of the CRN.

1.6 The UPMDRIP will potentially have three components:

- A. Civil Works Component: The scope of this component shall include upgrading/reconstruction/widening as well as rehabilitation of selected major districts

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roads (hereinafter referred as “Project Roads”) from the Core Road Network (CRN) based on the available Budget.

- B. Road Safety Component: A comprehensive and coordinated package of road safety sub-components.
- C. Road Sector and Institutional Reform Component: This component is likely to include a program to strengthen UPPWD asset management of SHs, MDRs and ODRs, to support the application of IT systems for human resource management and works budgeting and management across the UPPWD organization.

1.7 Total Project Cost is about Rs.2500 Crore, and the project implementation period is about 36 months. All procurement will be in accordance with ADB’s Procurement Guidelines (2013, as amended from time to time).

## **2.0 OBJECTIVE OF THE ASSIGNMENT**

2.1 The Civil Works Component will be undertaken in two Phases. The list of roads to be included in Phase-I is provided in Attachment 1. Phase II works will be identified by UPPWD and designed by the same engineering consultant already recruited by UPPWD for Phase I roads. This TOR refers to Civil Works under Phase 1.

2.2 The improvement works shall primarily consist of raising the formation level to the design, widening to a standard two lanes from the existing single and intermediate lane widths, and pavement rehabilitation/ strengthening. Road sections with high volumes of non-motorized traffic may be widened to 10m with 1.5m fully paved shoulders. Roads in urban areas may also require further widening for parking and/or provision for drains, sidewalks and parking where required. In some Phase II roads, re-alignments and land acquisition may be required.

2.3 The overarching objective of these Services is to provide high quality technical and project management support during project implementation to ensure achievement of the project development objectives within the stipulated time and resources. In achieving these objectives, the is required to provide all required assistance and support to the UPPWD in complying with the requirements of ADB’s requirements for project implementation. The is encouraged to refer to these policies available on ADB’s website (<http://www.adb.org/documents/handbook-project-implementation>) before submitting the proposal and during delivery of these services. The Works contract documents may be based on Asian Development Bank standard bidding document for works in India, as amended from time to time for National Competitive Bid procured contracts.

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### **3.0 SCOPE OF SERVICES**

3.1 UPPWD now wishes to engage a team of multi-disciplinary expertise, hereinafter called the Construction Supervision Consultant (), to carry out construction supervision as “Engineer”, hereinafter called the “Services”, for the Civil Works under the proposed project in accordance with the terms of reference below.

3.2 In support of the overarching objective, the key tasks of the services, shall include, but not be limited to, the following:

#### **Construction Supervision of Civil Works (Time Based)**

- i. The will carry out all construction supervision activities for road works to ensure that works are carried out as per required quality and specifications with due regards to environment, social, and safety aspects in compliance with the contract conditions, environmental management plan, and international best practices for road construction.
- ii. The shall assume delegated powers, duties and responsibilities assigned to the “Engineer” under the civil works contracts by the Employer. Minimum requirements for the supervision activities are presented in **Attachment 2**.
- iii. The construction period for civil contracts will vary, depending on the scope of works, but is expected to be 24 months. Different contract packages will commence at different times, with an overlap. Prior to commencement of construction, the will carry out a design review, for which it would need to mobilize about 6-8 weeks prior to contractor’s mobilization. After completion of construction of the shall remain mobilized at site for a 12 month period of post construction monitoring and defects notification.
- iv. Review designs, drawings, BOQ provisions and specifications with respect to actual site conditions and suggest modifications, if required or deemed appropriate. Any realignment, redesign/modification, any additional design of bridge desired for completion of the project will be done by and related approvals from concerned authorities will be obtained by the without any extra cost including remuneration of personnel, equipment, software and office supplies;
- v. Prepare an overall plan and schedule for the project in sufficient detail to ensure all important activities are identified, clearly show linkages between activities, allow monitoring of progress, provide early indications of potential problems, and enable interventions by the UPPWD, other consultants and contractors to maintain the project schedule. This plan will require updating at regular, frequent intervals.
- vi. Assist the UPPWD in the preparation of the overall project implementation program including pre-construction activities, procurement, financial management and implementation.

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- vii. Monitor actual physical progress and costs against plans and budgets and prepare detailed Quarterly Progress Reports on activities, progress and costs of all project components. The report will be a summary of progress reports prepared by contractors, consultants and other agencies in all components of the project. The contents and formats of the report will be agreed with the UPPWD. Monitor the progress and quality of construction/maintenance works for compliance with the contractual provisions. Make regular field inspections of all construction and maintenance works and hold regular meetings with contractors, other consultants and UPPWD field divisions. Inform UPPWD and Bank of potential delays, cost overruns and non-compliances and recommend corrective actions.
- viii. Carry out two construction stage safety audits and a post-construction audit for all project roads/ contracts. This audit shall be carried out by the independent road safety audit team.
- ix. Ensure requisite insurances have been received and they comply with the requirements of the contract;
- x. Review compliance with the documentation and advance actions requirements, including securing of all statutory clearances and permits or handing over of site, and advise on issuing the notice to set the Commencement Date;
- xi. Assess the achievement of project development objectives through monitoring of result framework indicators agreed between UPPWD and ADB (outcomes and outputs in the design and monitoring framework – DMF). This may require primary and secondary data collection including Road User Satisfactory Surveys, Road Condition Surveys along CRN, Traffic Surveys, assessment of Vehicle Operating Costs, Collection of Road Crash Fatality and Serious Injury Data, Assessment of Road Asset Values.
- xii. Prepare the Mid-Term Review Report of the project in agreed format.
- xiii. The Construction Supervision Consultant () Safeguard Specialist will act as External Monitor for the implementation of the Resettlement Plans (RPs) of the subproject roads to ensure compliance with the ADB's Safeguards Policy Statements (2009)<sup>11</sup> and the approved Resettlement Framework (i.e. R&R Policy). The key activities outlined in the RPs will be implemented and internally monitored by an implementing non-governmental organization (INGO) or Consultant, in coordination with UPPWD. The role of the External Monitor will be to provide expert advice in all matters relating to resettlement and land acquisition, including, but not limited, to the following activities:
- Provide support to the engineering team during construction in minimizing social and resettlement impacts of the projects;

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<sup>11</sup><http://www.adb.org/sites/default/files/institutional-document/32056/safeguard-policy-statement-june2009.pdf>

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- Verify/ or establish a socio-economic baseline of the Affected Persons (APs) prior to the start of resettlement activities;
  - Update the Resettlement Plan(s) if and when necessary.
  - Support the establishment of and coordinate the Grievance Redress Mechanism at the field level (i.e. document, monitor and guide the resolution).
  - Verify whether the summarized final versions of the resettlement plan(s), pamphlets and signpost have been disclosed locally. Assess the adequacy and effectiveness of the consultative process and provide guidance when necessary.
  - Monitor the disbursement of entitlements and additional assistance to APs as stipulated in the Entitlement Matrix.<sup>12</sup> This will be conducted through reviewing documentation and progress reports prepared by the INGO, site visits and interviews with APs, UPPWD, the project implementation unit (PIU), local officials, village leaders, etc... A random check of 10% of affected households and focus group discussions are required.<sup>13</sup>
  - Assess the adequacy of assets measurement, entitlements, sufficiency of budget, and timeliness of mitigation measures; assess performance of INGO.
  - Propose Corrective Action Plans -identify weaknesses and compliance issues regarding resettlement activities and propose corrective actions when necessary.
  - Provide training on ADB's RP implementation to contractor, PIU and UPPWD staff.
  - Encourage contractor to recruit APs in construction activities and monitor.
  - Monitor the relocation/rehabilitation of Community Property Resources (CPR) and work with engineering team to avoid damaging sensitive structures (i.e. graveyards, sacred and religious structures).
  - Support/guide the implementation and assess the development impact of the livelihood training program.
  - Post resettlement assessment - Assess level of disruption and restoration of economic productivity and standards of living post resettlement. This will include qualitative and quantitative evaluation on the sustainability of living conditions of APs, including a quantitative sample survey of at least 20% of affected households. The level of satisfaction of APs should also be assessed.
  - Other activities related to the social responsibilities of the project - Monitor the contractor's compliance with core labor standards contract clauses, in particular the prohibition of Child Labor, the prohibition to discriminate, and Equal Pay for Equal Work. Monitor and report on the INGO STI & HIV/AIDS and human-trafficking awareness activities with the communities and the contractor's compliance with STI & HIV/AIDS provisions in the Civil Works Contracts.
  - Prepare semi-annual social monitoring report for UPPWD and ADB respectively in the format prescribed by ADB.

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<sup>12</sup>See RP and Resettlement Framework documents

<sup>13</sup>Particular attention to female and vulnerable APs will be provided.

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- xiv. Inspect the works at appropriate intervals during the Defect Notification Period for the Permanent Works (to the extent of the duration of the services) and advise the UPPWD on remedial works, if any;
- xv. Review the IEE report and update the Environmental Management Plan (EMP) and Environmental Monitoring Plan (EMOP) in accordance with the contract:
- Ensure the contractor implements the EMP;
  - Conduct coordination and training workshops on roles and responsibilities on EMP and EMOP implementation;
  - Prepare Environmental Monitoring reports based on the EMP monitoring and EMOP implementation activities as given in the contract to be submitted to ADB (once a year at least);
- xvi. Conduct analyses and make recommendations on engineering issues including pavement investigations in case of any pavement failure during construction and contractual disputes.
- xvii. Monitor Project costs and provide an updated forecast of costs at completion in the Quarterly Progress Reports. Alert the UPPWD and Asian Development Bank of unexpected major cost overruns at the earliest possible time.
- xviii. Participate in various discussions/ meetings/ missions as may be called upon by ADB and provide required information/ documents.

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#### **4.0 DATA AND RESOURCES TO BE PROVIDED BY UPPWD**

The following data and resources will be provided by UPPWD:

- a) Available base maps, existing road inventories, including data on pavement history and condition, traffic statistics and road crash fatality and serious injury statistics, geographical map so fall districts including category of road thereon as per IRC:1981-2001RoadDevelopmentPlan.
- b) Detailed project reports prepared for the projects, design/ drawings of bridges, and roads including sub-soil investigation reports.
- c) Other facilities, which UPPWD can provide (e.g. accommodation in Inspection Houses depending upon their availability).

#### **5.0 TEAM COMPOSITION AND DURATION**

5.1 The estimated duration of services will be 36 months

5.2 Proposed Key Professionals and indicative person-months are indicated in the table below:

	<b>Key Professionals</b>	<b>Person-months</b>
1.	Team Leader	36
2.	Deputy Team Leader (Construction Management Specialist) – Part B	36
3.	Senior Material- cum- Quality Control Engineer (2, 36 months)	72
4.	Resident Engineers (6 in numbers, 36 months)	216
5.	Senior Surveyor (2, 36 months)	72
6.	Senior Bridge Engineer	18
7.	Senior CAD Expert	36
8.	Environmental Specialist	18
9.	Social Development Specialist	24
10.	Contract Administration Specialist	18
	<b>Total</b>	<b>546</b>

5.3 Notes:

- i. Key professionals at positions 1-3 in the above table must be from the Lead/ Principal Firm in case of association, failing which the proposal shall be non-responsive in the Technical Evaluation.
- ii. The team will have to work and be located both its main offices in Lucknow, and in a suitable number of field offices.
- iii. The above Key Professionals are minimum requirements. The has to propose additional non-key technical support staff and administrative staff, as required, to best meet the objectives of the assignment. The INDICATIVE list of Non-key Professionals is given in the following table, but is for guidance only. However, the numbers and person-months for such staff shall be included in the technical proposal and the costs in respect of these personnel are to be included in the financial proposal, and will be deemed to have been so included. CVs shall be provided at the time that

the post is to be filled. Candidates shall meet the requirements for responsiveness of that position, as per good engineering practice.

	<b>[INDICATIVE] Non-Key Professionals</b>	<b>[INDICATIVE] Person-months</b>
1.	Quantity surveyors, 3	108
2.	Field Engineers, 6	216
3.	Surveyors, 6	216
4.	CAD Draftsmen, 3	108
5.	Lab Technician, 6	216
	Total	864

- iv. The shall, if so required by the Client, provide any additional service at rates or on man-month rates as per the contract, or as mutually agreed upon, as a variation order.

## **6.0 QUALIFICATIONS AND EXPERIENCE OF KEY PROFESSIONALS WHOSE CV WOULD BE EVALUATED**

### **6.1 Team Leader (National)**

#### ***Educational Qualifications***

Minimum - Graduate in Civil/ Highway/ Transportation Engineering  
Desirable- Post Graduation or equivalent in Civil engineering/ Highway Engineering/ Transportation Engineering/ Construction Management

#### ***General Experience***

Minimum total work experience after Graduation – 20 years  
Minimum Experience in Developed Countries – 3 years

#### ***Relevant Experience***

- (i) Team Leader for at least one Infrastructure/ Road Projects of similar complexities in Developed Country
- (ii) Team Leader for at least one Infrastructure/ Road Projects of similar size and complexities in Developing Country

#### ***Essential Knowledge and Experience***

- (i) Project Management Experience for Infrastructure development projects from design to delivery.
- (ii) Thorough experience in design, construction, supervision and management of major highway projects.
- (iii) The candidate must demonstrate knowledge and experience of international ‘best practices’ and modern highway construction technology through several road design and construction projects in different countries.
- (iv) Administering FIDIC / International Funded Contracts.
- (v) Computer Aided Project Management Tools & Interpretation
- (vi) Experience of managing a team of at least 20 multi-disciplinary experts as well as strong people management skills during a project or corporate assignment.

### **6.2 Deputy Team Leader (Construction Management Specialist) (National)**

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***Educational Qualifications***

Minimum - Graduate in Civil/ Highway/ Transportation Engineering  
Desirable- Post Graduation or equivalent in Civil engineering/Highway Engineering/ Transportation Engineering/Construction Management

***General Experience***

- (i) Minimum total work experience after post-graduation – 20 years
- (ii) Minimum 5 years of total work experience in developed countries.

***Relevant Experience***

- (i) Minimum 10 years of total work experience in supervision of road construction projects
- (ii) Candidate should have worked as Team Leader of at least one road construction supervision project.

***Essential Knowledge and Experience***

- (i) The candidate must have experience in administering FIDIC conditions of Contracts, specifications and Standards for Highway Projects relevant to India and International best practice, Modern Survey & Construction Techniques and Computer Aided Project Management Tools & Interpretation
- (ii) Experience of managing a team of at least 15 multi-disciplinary experts as well as strong people management skills during a project or corporate assignment.
- (iii) Should have knowledge of contract law, disputes resolution and arbitration.

**6.3 Senior Material-cum-Quality Control Engineer (National)**

***Educational Qualifications***

Minimum - Graduate in Civil/Highway/Transportation Engineering  
Desirable – Post Graduation or equivalent in any Civil Engineering Discipline

***General Experience***

Minimum total work experience after Graduation – 15 years

***Relevant Experience***

- (i) Minimum experience in material testing and quality control of highway and/or bridge design and construction projects – 10 years
- (ii) Material Engineer for at least two projects of similar size and complexities.

***Essential Knowledge and Experience***

- (i) A thorough knowledge of Specifications and Standards for Highway Projects in developing countries including India and International best practice
- (ii) A thorough knowledge on modern techniques of materials investigation and laboratory testing is essential including monitoring quality control documentations at Laboratory.
- (iii) The candidate must have wide experience on designs using alternative and local materials, in use of materials in pavement structures and in preparing specifications for the construction materials.

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(iii) The candidate should have experience of Supervising Contractor's Crushers & Mixing Plants, design of Bitumen & Concrete Mix, preparation of Quality assurance/control Manual/system

#### **6.4 Resident Engineers (6 nos.) (National)**

##### ***Educational Qualifications***

Minimum - Graduate in Civil/ Highway/ Transportation Engineering  
Desirable- Post Graduation or equivalent in Civil engineering/ Highway Engineering/ Transportation Engineering/Construction Management  
Desirable - Professional/ chartered accreditation with a recognized engineering/management institute

##### ***General Experience***

Minimum total work experience after -graduation – 15 years

##### ***Relevant Experience***

- (i) Minimum 10 years of total work experience in supervision of road construction projects
- (ii) Candidate should have worked as RE of at least one road construction supervision project of similar size and complexity.

##### ***Essential Knowledge and Experience***

The candidate must have experience in administering FIDIC conditions of Contracts, specifications and Standards for Highway Projects relevant to India and International best practice, Modern Survey & Construction Techniques and Computer Aided Project Management Tools & Interpretation

#### **6.5 Senior Surveyor (National)**

##### ***Educational Qualifications***

Minimum - Graduate in Civil/ Highway/ Transportation Engineering  
Desirable – Post Graduation or equivalent in any Civil Engineering Discipline

##### ***General Experience***

Minimum total work experience after Graduation – 15 years

##### ***Relevant Experience***

- (i) Minimum experience in planning, survey, design and construction of road projects – 10 years

##### ***Essential Knowledge and Experience***

- (i) A thorough knowledge of Specifications and Standards for Highway Projects in developing countries including India and International best practice
- (ii) A thorough knowledge on modern techniques of survey e.g. total stations, GPS etc.

#### **6.6 Senior Bridge Engineer (National)**

##### ***Educational Qualifications***

Minimum - Graduate in Civil engineering  
Desirable- Post Graduation or equivalent in Structural Engineering

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***General Experience***

Minimum total work experience after Graduation – 15 years

***Relevant Experience***

- (i) Minimum Bridge Design, rehabilitation and Construction experience in Developing Countries – 10 years
- (ii) Bridge Engineer in designing and implementing at least one major bridge rehabilitation project.
- (iii) Design Lead/Team Leader for at least one major bridge design and construction project of similar size and complexities.

***Essential Knowledge and Experience***

- (i) The candidate must demonstrate knowledge of various internationally accepted design codes and methodologies and familiarity with international ‘best practices’ through several bridge design projects in different countries.
- (ii) The candidate must have capability to design bridges with alternative materials and structural arrangements.
- (iii) The candidate must have the experience of planning and monitoring geotechnical and hydraulic investigations for the bridges and interpreting the findings thereof.
- (iv) Experience in preparing and reviewing bridge construction methodologies/sequencing
- (v) Experience in Computer Aided Bridge Design Tools & Interpretation
- (vi) Experience of managing a team of at least 10 multi-disciplinary engineers as well as strong people management skills during a project or corporate assignment.

**6.7 Senior CAD Expert (National)**

***Educational Qualifications***

Minimum - Graduate in Civil/ Highway/ Transportation Engineering  
Desirable – Additional qualifications in CAD in Civil Engineering

***General Experience***

Minimum total work experience after Graduation – 10 years

***Relevant Experience***

- (i) CAD experience in AutoCAD, MX Road, or similar software, in CAD applications of road projects, including data imports from GPS, Total Station, checking of vertical and horizontal profiles, and structural drawings – 10 years

***Essential Knowledge and Experience***

A thorough knowledge of Specifications and Standards for Highway Projects in developing countries including India and International best practice

**6.8 Environmental Specialist (National)**

***Educational Qualifications***

Minimum – Master’s Degree or equivalent in Environment Sciences or related field

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***General Experience***

Minimum total work experience after post-graduation – 15 years

***Relevant Experience***

- (i) Minimum 10 years of total work experience on carrying out environment impact assessments of road development projects
- (ii) Desirable - Environmental Expert in at least two externally funded (World Bank or ADB) projects

***Essential Knowledge and Experience***

- (i) The candidate must have knowledge of the Asian Development Bank's guidelines, procedures and operational policies/directives.
- (ii) Candidate should be conversant with all the activities expected to be undertaken for Environmental / Forest / Wild life clearance procedures and pertinent guidelines of Ministry of Environment & forests (MoEF), Government of India.
- (iii) The candidate must have the experience of preparing environmental management plans and supervising & monitoring implementation of the plans.

**6.9 Social Development Specialist (National)**

***Educational Qualifications***

Minimum – Master's Degree or equivalent in Social Sciences or related field

***General Experience***

Minimum total work experience after post-graduation – 15 years

***Relevant Experience***

- (i) Minimum Social/ resettlement expert in at least two externally funded (World Bank or ADB) projects of similar size and complexity

***Essential Knowledge and Experience***

- (i) The candidate must have knowledge of the Asian Development Bank's guidelines, procedures and operational policies/directives.
- (ii) Experience in preparation of RAP, gender plan, LAP, community consultations and IPDP is required.
- (iii) Familiarity with project area and local language will be advantageous
- (iv) The candidate must have a demonstrated track record of managing projects based upon the specific COTS PMIS / E-Tools proposed to be deployed by the CSC.

**6.10 Contract Administration Specialist (National)**

***Educational Qualifications***

Minimum - Graduate in Civil/ Highway/ Transportation Engineering/ Law

Desirable- Post Graduation or equivalent in Civil engineering/ Highway Engineering/ Transportation Engineering/ Construction Management/ Law

Minimum total work experience after graduation – 20 years

***Relevant Experience***

- (i) Minimum 10 years of construction supervision and/or total Project Management experience in Infrastructure projects

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- (ii) Must have been on dispute resolution board or arbitration panel of at least two road projects
  - (iii) Candidate should have worked as Team Leader of at least one road construction supervision project.

***Essential Knowledge and Experience***

- (i) The candidate must have experience of administering FIDIC conditions of Contracts, specifications and Standards for Highway Projects relevant to India and International best practice, Modern Survey & Construction Techniques and Computer Aided Project Management Tools & Interpretation
- (ii) Should have knowledge of contract law, disputes resolution and arbitration.

**7.0 FACILITIES TO BE PROVIDED BY THE**

The shall be required to provide their own office accommodation, support staff, equipment, communication and IT facilities, transportation, and all resources, amenities, and facilities required to complete the services. Provision will be made in their office for visiting staff from the UPPWD Project Management Unit, including a meeting room with all facilities for 20 participants.

**8.0 REPORTS**

The 's assignment is driven by performance of the services in the field, and not by reports. However, the shall submit the following reports, in a form and manner to be finalized between UPPWD and the :

- 1. Inception Report: 30 days after mobilization
- 2. Quarterly Performance Reports:
- 3. Draft Final Report:
- 4. Final Report:

**ATTACHMENTS**

- 1. List of Proposed Roads for Phase I Civil works
- 2. Minimum Requirements for Supervision Activities.

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**Attachment-1**  
**Proposed Roads for Phase-I Civil Works**

Sl. No.	Road	District	Length (Km)
1	Hussainganj- Hathgaon- Auraiya- Alipur Marg (MDR 81C)	Fatehpur	36
2	Nanau- Dadon (82W)	Aligarh	30
3	Muzaffarnagar- Baraut (135W)	Muzaffarnagar/ Baghpat	59
4	Haliyapur- Kudebhar- Belwai (66E, 69C)	Sultanpur	96
5	Kaptanganj- Hata- Gauri Bazaar- Rudrapur (25E)	Deoria	84
	Kaptanganj- Naurangiya (O31)	Kushinagar	
6	Bulandshahr- Anoopshahr- Dibai Chowk (58W)	Bulandshahr	36
	Total		341

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## Attachment-2

### Minimum Requirements for Supervision Activities

To the extent not already included in the scope of its responsibilities as the "Engineer" under the civil works contract, the shall be responsible for:

1. Assist UPPWD to negotiate the mutually beneficial terms and conditions as well as construction schedule;
2. Ensure the contractor adheres to the agreed schedule at the time of signing the contract for submitting all documents (performance bonds, insurance policies, license, etc.) completing the Engineer's facilities, and any other requirements as stipulated in the specifications and the civil works contract;
3. Review the work program in consultation with the contractor, and hold joint monthly meetings with UPPWD to review the contractor's claims, the 's verification of the accuracy of the claims and withdrawal applications, and agree on their submissions to the Bank;
4. Review the geometry, pavement, bridge, and other structural designs, specifications, construction method etc. ordered by UPPWD and revise or update if possible to achieve greater economy, safety, reliability, and/or durability;
5. Prepare working drawings, and provide written confirmation to the UPPWD indicating the acceptance of ownership of the drawings;
6. Daily presence on site such as needed but not limited to inspectors of works, surveyors, material technicians and senior Engineer's staff. Ensure day-to-day quality control and quantity measurements of the works carried out;
7. Planning and execution of construction supervision and contract administration, including effective and regular supervision of the works, maintenance of project records, correspondence and diaries, as well as quality control testing to ensure that the works are executed in accordance with the contract;
8. Approve and monitor the contractor's construction program and method statements, verifying that they are consistent with the project implementation schedule and with the design solutions, the requirements of existing normative documents, technological sequence and safety of construction, informing about it in a written form to UPPWD, with a copy to the Bank;
9. Develop quality and quantity assurance control manual and conduct daily monitoring in accordance with the manual, which will be oriented to the day by day quantity and quality control and approval of the contractor's works.

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10. Provide survey data to the contractor and checking the contractor's setting-out of the works and inform of its accuracy in a written form to UPPWD, with a copy to the Bank;
  11. Inspect, prepare inspection acts, and test all materials and works to ensure compliance with specifications and giving immediate notice to the contractor in the event that such materials and works fail to comply with the specifications. Copies of notices will be included in the quarterly progress reports to UPPWD and the Bank;
  12. Inspect regularly the contractor's construction equipment, installations, housing, medical facilities, etc. and prepare inspection acts, and ensure that they are adequate and in accordance with the terms and conditions specified in the contract for the works;
  13. Maintain, check, record and approve the daily progress records produced by the contractors on work progress, labor, equipment, major construction materials, at site, work accomplished, weather, river conditions, accidents as well as any other events affecting projects cost or implementation conditions of the Project.
  14. Ensure that road safety design requirements are implemented in accordance with the contract and works are undertaken with due regards to safety of road users and workers ;
  15. Issue notices to the contractor advising of any non-compliance with environmental mitigation measures, asset out in the contract documents. Copies of all notices should be provided to UPPWD and the Bank at the time of issue. Before issuing such notices, the should, as appropriate, have advised the contractor of the non-compliance and given an opportunity to the contractor to make good any adverse impact prior to the notice being issued;
  16. Establish efficient procedures for verifying contractor performance and reporting progress and problems in a timely manner, including quality control reports, quantity survey records, requests for variation or change orders, requests for time extension, and contractor's claims and invoices. The will prepare the necessary procedures and present them to UPPWD and the Bank for approval;
  17. Ensure that the contractor does not involve child labor in the execution of civil works contracts in accordance with the provisions of the contract agreement;
  18. Prepare and issue to UPPWD and the Bank the following reports, whose format and content should be acceptable to UPPWD and the Bank an inception report, monthly progress reports, a detailed quarterly report, and a project completion report;
  19. Certify payments for the works against the relevant bill of quantities and issue the Interim Payment Certificates, the Final Payment Certificate and other certificates,

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including Taking Over Certificate, as required under the civil works contract;

20. Keep UPPWD and the Bank informed of implementation problems that could jeopardize the project objectives and recommend how those objectives can be safeguarded;
21. Evaluate claims, disputes, extensions of time, and the like, including issuing variation orders list and quantity of additional works for UPPWD's and the Bank's approval as appropriate and in line with the limits placed on UPPWD's authority, as well as advising UPPWD on all matters relating to the execution of the works;
22. Issue of the Engineer's decisions/instructions as appropriate under the civil works contract;
23. Provide timely assistance to the contractor in all matters related to interpretation of the contract documents, ground survey controls, planning, quality control testing and other matters relating to Project;
24. Provide UPPWD with complete records, reports and "as-built" drawings for the works;
25. Conduct a complete joint review of the works with all stakeholders and the Bank, as well as a safety audit , prior to hand over of the site to UPPWD;
26. Following the issue of the Taking Over Certificate, during the balance of the contract period inspect and approve the execution of the outstanding works(if any), as well as the rectification of any defects or damage -advise on any extension to the contract period that may be required for such works;
27. To a reasonable amount, if so required by UPPWD , provide any of the following additional services within the contract amount(i) prepare reports, including technical appraisals, additional contract documentation, and/or reviewing and commenting on the contractor's proposals, as may be required for any additional work required for the successful completion of the Project; and(ii) provision of any other specialist services as may be required from time to time;
28. For sake of clarity, to the extent that duties of the described in paragraph 3 here of directly conflict with such 's obligations under the civil works contract, then the shall be required to comply with the requirements specified in the civil works contract;
29. The will be on its behalf responsible for the contractor's low-quality works **and/or low-quality materials used by the contractor if such works or materials have already been accepted and approved by the .**
30. PWD will engage a Third Party Quality Auditor to review quality of works and supervision services. is to provide all required information/records and participate

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with Auditors during site visits/discussions/tests. CSC will be responsible for ensuring observations of Auditors are addressed.



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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) included in the 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) other expenses, provisional sums and contingency 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 a monetary threshold established by the Asian Development Bank.



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**HARMONIZED STANDARD FORM OF  
CONTRACT**

# **Consultant's Services**

**Time-Based**



## Contents

<b>Preface</b> .....	8-8
<b>I. Form of Contract</b> .....	8-11
<b>II. General Conditions of Contract</b> .....	8-15
<b>A. General Provisions</b> .....	8-15
1. Definitions .....	8-15
2. Relationship Between the Parties .....	8-16
3. Law Governing Contract .....	8-16
4. Language .....	8-16
5. Headings .....	8-16
6. Communications .....	8-16
7. Location .....	8-17
8. Authority of Member in Charge .....	8-17
9. Authorized Representatives .....	8-17
10. Corrupt and Fraudulent Practices .....	8-17
<b>B. Commencement, Completion, Modification and Termination of Contract</b> .....	8-17
11. Effectiveness of Contract.....	8-17
12. Termination of Contract for Failure to Become Effective .....	8-17
13. Commencement of Services .....	8-18
14. Expiration of Contract.....	8-18
15. Entire Agreement .....	8-18
16. Modifications or Variations.....	8-18
17. Force Majeure.....	8-18
18. Suspension .....	8-19
19. Termination .....	8-19
<b>C. Obligations of the Consultant</b> .....	8-21
20. General.....	8-21
21. Conflict of Interests.....	8-22
22. Confidentiality.....	8-23
23. Liability of the Consultant .....	8-23
24. Insurance to be Taken out by the Consultant.....	8-23
25. Accounting, Inspection and Auditing .....	8-23

26.Reporting Obligations .....	8-24
27.Proprietary Rights of the Client in Reports and Records .....	8-24
28.Equipment, Vehicles and Materials .....	8-24
<b>D. Consultant's Experts and Sub-Consultants .....</b>	<b>8-24</b>
29.Description of Key Experts.....	8-24
30.Replacement of Key Experts .....	8-25
31.Approval of Additional Key Experts.....	8-25
32.Removal of Experts or Sub-consultants .....	8-25
33.Replacement/ Removal of Experts – Impact on Payments .....	8-25
34.Working Hours, Overtime, Leave, etc. ....	8-26
<b>E. Obligations of the Client .....</b>	<b>8-26</b>
35.Assistance and Exemptions .....	8-26
36.Access to Project Site.....	8-27
37.Change in the Applicable Law Related to Taxes and Duties.....	8-27
38.Services, Facilities and Property of the Client .....	8-27
39.Counterpart Personnel.....	8-27
40.Payment Obligation.....	8-28
<b>F. Payments to the Consultant .....</b>	<b>8-28</b>
41.Ceiling Amount .....	8-28
42.Remuneration, Other Expenses, Provisional Sums and Contingency .....	8-28
43.Taxes and Duties .....	8-29
44.Currency of Payment .....	8-29
45.Mode of Billing and Payment.....	8-29
46.Interest on Delayed Payments .....	8-30
<b>G. Fairness and Good Faith .....</b>	<b>8-30</b>
47.Good Faith .....	8-30
<b>H. Settlement of Disputes.....</b>	<b>8-30</b>
48.Amicable Settlement .....	8-30
49.Dispute Resolution .....	8-31
<b>I. Eligibility</b>	
<b>Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices .....</b>	<b>8-33</b>
<b>III.Special Conditions of Contract .....</b>	<b>8-35</b>
<b>IV.Appendices .....</b>	<b>8-41</b>
Appendix A – Terms of Reference.....	8-41

---

Appendix B - Key Experts.....	8-41
Appendix C – Remuneration Cost Estimates .....	8-41
Appendix D – Other Expenses, Provisional Sums and Contingency Cost Estimates.....	8-43
Appendix E - Form of Advance Payments Guarantee .....	8-44

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## **Preface**

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

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

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

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

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

**between**

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

**and**

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

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



## I. Form of Contract

### TIME-BASED

(Text in brackets [ ] 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 or Beneficiary]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[Note: 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 grant or financing]* from the Asian Development Bank: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/grant/financing]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/grant/financing]* agreement, including prohibitions of withdrawal from the *[loan/grant/financing]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations]; and (iii) no party other than the Client shall derive any rights from the *[loan/grant/financing]* agreement or have any claim to the *[loan/grant/financing]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
- (b) The Special Conditions of Contract;
- (c) Appendices:

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

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. 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]*

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

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

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture]*

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



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

- (a) “Applicable Guidelines” means Guidelines on the Use of consultants by Asian Development Bank and its Borrowers.
- (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 **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Bank” means the Asian Development Bank.
- (d) “Borrower [*or Recipient or Beneficiary*]” means the Government, Government agency or other entity that signs the financing [*or loan/grant/project*] agreement with the Bank.
- (e) “Client” means [*the implementing/ executing*] agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” means the government of the Client’s country.
- (n) “Joint Venture (JV)” means an association with or without a legal

personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of the Client’s country.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “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) “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.
- (v) “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. Corrupt and Fraudulent Practices**

10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.

**a. Commissions and Fees**

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

**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 48 & 49.

## **18. Suspension**

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including 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 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [*or obstructive*] practices, 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 49.1 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 49.1.
- (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 (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, other expenses, provisional sums and contingency for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
  - (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/ Beneficiary's*] country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

**21. Conflict of Interests**

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) 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 Guidelines, 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**

21.1.3 The Consultant agrees that, during the term of this Contract

- and Affiliates Not to Engage in Certain Activities**
- and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
- 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 and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if

requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

**26. Reporting Obligations**

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

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

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

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

**28. Equipment, Vehicles and Materials**

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

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

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

**29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key

Experts are described in **Appendix B**.

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

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

**30. Replacement of Key Experts**

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

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

**31. Approval of Additional Key Experts**

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within 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.

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

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

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

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

**33. Replacement/**

33.1 Except as the Client may otherwise agree, (i) the Consultant shall

**Removal of Experts –  
Impact on Payments**

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.

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

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

34.2 The Experts shall not be entitled to 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.

34.3 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****35. Assistance and  
Exemptions**

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

- (a) Assist the Consultant with obtaining work permits and 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.

**36. Access to Project Site**

36.1 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.

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

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, 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 41.1

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

38.1 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**.

38.2 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 41.3.

**39. Counterpart  
Personnel**

39.1 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**.

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

Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to 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.

#### **40. Payment Obligation**

40.1 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**

#### **41. Ceiling Amount**

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

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

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

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

42.1 The Client shall pay 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) other expenses, provisional sums and contingency that are actually and reasonably incurred by the Consultant in the performance of the Services.

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

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

42.4 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**.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the

Client, once the applicable remuneration rates and allowances are known.

- 43. Taxes and Duties**
- 43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
- 43.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 44. Currency of Payment**
- 44.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.
- 45. Mode of Billing and Payment**
- 45.1 Billings and payments in respect of the Services shall be made as follows:
- (a) Advance payment. Within the number of days after the Effective Date, the Client 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 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
  - (c) The Client shall pay the Consultant's invoices within 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.

**46. Interest on Delayed Payments**

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

**G. FAIRNESS AND GOOD FAITH**

**47. Good Faith**

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

**H. SETTLEMENT OF DISPUTES**

**48. Amicable Settlement**

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

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 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 49.1 shall apply.

**49. Dispute Resolution**

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

**I. ELIGIBILITY**

**50. Eligibility**

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



## II. General Conditions

### Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices

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

ADB’s anticorruption policy requires that borrowers (including beneficiaries of ADB-financed activity), as well as consultants under ADB-financed contracts, observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy, in the context of these Guidelines, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - (ii) A “fraudulent practice” is any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) A “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;
  - (iv) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) Abuse, this is theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
  - (vi) Conflict of interest, which is any situation in which a party has interests that could improperly influence a party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
  - (vii) “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 an ADB investigation; b) making false statements to investigators in order to materially impede an ADB investigation; c) 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 d) materially impeding ADB’s contractual rights of audit or access to information.
  - (viii) These terms collectively are called “integrity violations.”

- (b) will reject a proposal for an award if it determines that the consultant recommended for the award has directly, or through an agent, engaged in integrity violations in competing for the contract in question;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower of ADB financing engaged in integrity violations during the consultant selection process or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will sanction a firm or individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, such consulting firm, individual or successor from participation in ADB-financed or ADB-administered activities or to benefit from an ADB-financed or ADB-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in integrity violations or other prohibited practices.

### 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(b) and 3.1	The Contract shall be construed in accordance with the law of India
4.1	The language is English.
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Client : Chief Engineer World Bank Project (Roads) (Roads) 96, Mahatma Gandhi Marg Lucknow-226 001 U.P. (India) Ph. : (91) 0522 – 2236496 Fax : (91) 0522 – 2236556 E-mail : <a href="mailto:cewbuppwd@gmail.com">cewbuppwd@gmail.com</a></p> <p>Attention : Er. Umashankar Superintending Engineer (Planning)</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
	<p><i>[Note: If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is _____</b> _____ [insert name of the member]</p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b>Er. Umashankar, Superintending Engineer (Planning)</p> <p><b>For the Consultant:</b> [name, title]_____</p>

11.1	<p><i>[Note: If there are no effectiveness conditions, state “N/A”]</i></p> <p><i>OR Approval of the contract by ADB</i></p> <p><i>List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i></p> <p><b>The effectiveness conditions are the following:</b> <i>[insert “N/A” or list the conditions]</i></p>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be four months</b><i>[insert time period, e.g.: four months].</i></p>
13.1	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be 15 days</b><i>[e.g.: ten].</i></p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be Thirty Six months</b>(36)</p>
21 b.	<p><b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
23.1	<p><b>No additional provisions.</b></p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) <b>Professional liability insurance, with a minimum coverage of full value of consulting services;</b></p> <p>(b) <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 in accordance with the applicable law in India;</b></p>

	<p>(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law in India;</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 India, 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>
27.2	<b>[The Consultant shall not use any plans, drawings, specifications, reports and other documents or software for purposes unrelated to this Contract without the prior written approval of the Client.]</b>
41.2	<p><b>The ceiling in foreign currency or currencies is: value of contract amount quoted in US\$ inclusive of local indirect taxes.</b></p> <p><b>The ceiling in local currency is value of contract amount quoted in INR inclusive of local indirect taxes.</b></p>
42.3	<p><b>Price adjustment on the remuneration applies;</b></p> <p><b>Payment of Remuneration made in foreign and/or local currency shall be adjusted first after 18 months from the date of commencement by increasing it by a factor of 8% and thereafter at the end of every twelve months by increasing previous Remuneration by a factor of 8%. No adjustment shall be done in Reimbursable Expenses other than Remuneration of Support Staff.</b></p>
43.1 and 43.2	<p>The Client warrants that the Consultant, the Sub-consultants and the Experts shall not be exempt from 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: 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>if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.</p>
<p><b>44.1</b></p>	<p><b>The currency [currencies] of payment shall be the following:</b></p> <ol style="list-style-type: none"> <li>1. Foreign Currency: US Dollar for the value of Contract amount quoted in foreign currency.</li> <li>2. Local Currency: INR for the value of Contract amount quoted in local currency.</li> </ol>
<p><b>45.1(a)</b></p>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> <li>(1) An advance payment of 10% of the Contract value in local currency shall be made within 30 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 12 months of the Services until the advance payment has been fully set off.</li> <li>(2) The advance bank payment guarantee shall be in INR.</li> </ol>
<p><b>45.1(e)</b></p>	<p><b>The accounts are:</b></p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
<p><b>46.1</b></p>	<p><b>The interest rate is:</b> 5% per annum.</p>
<p><b>49.</b></p>	<p>[Note: In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</p> <p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel</li> </ol>

	<p>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 <b>Secretary General, Indian Roads Congress, New Delhi</b> 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, <b>Secretary General, Indian Roads Congress, New Delhi</b> 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 <b>Secretary General, Indian Roads Congress, New Delhi</b>.</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 <b>Secretary General, Indian Roads Congress, New Delhi</b> 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. Rules of Procedure. 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. Substitute Arbitrators. 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. Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>

	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client’s country nor the Consultant’s country]</i>;</li> <li>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</li> <li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li> </ul>
<p><b>50</b> (A NEW CLAUSE IS ADDED )</p>	<p><b>Performance Security:</b> The Consultant invited for negotiations as per ITC 28 will furnish within 10 days of completion of negotiations, an unconditional Bank Guarantee from any Indian Nationalized Bank or Scheduled Bank in the Performance Security Form or another form acceptable to the Client for an amount equivalent to 10% of the total negotiated contract value towards Performance Security valid for a period of 3 months beyond the date of completion of services.</p> <p>The proceeds of the Performance Security shall be payable to the Client as compensation for any loss resulting from the Consultants’ failure to comply with its performance obligations under the Contract. The Performance of the consultants would be judged as per the following collective measures, with reasonable notice to consultants during the assignment and providing reasonable time for him to improve his performance</p> <ul style="list-style-type: none"> <li>-Retaining at least 50% Key Professionals during assignment</li> <li>- Timely submission of deliverables</li> <li>-No errors/omissions being detected in design leading to variations during construction</li> <li>-No substantial delays in mobilization of staff as per client requests</li> </ul> <p>The Performance Security shall be discharged by the Client and returned to the Consultant not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under Part A of the Contract.</p>

## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

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

### APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the 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.}

**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])\**

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

*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 – OTHER EXPENSES AND PROVISIONAL SUMS**

1. {Insert the table with the Other Expenses and Provisional Sums. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed 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 other expenses and provisional sums 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.

**APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE**

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

{Guarantor letterhead or SWIFT identifier code}

**Bank Guarantee for Advance Payment**

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

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

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

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

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

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_ [month], \_\_\_\_\_ [year],<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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*[signature(s)]*

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

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