

<Insert Logo of the Procuring Entity>

# REQUEST FOR PROPOSAL

Issued to Consultants/ Firms Shortlisted in the EoI Process for Selection to  
[insert brief description/ title of Consultancy Services]

RFP Ref. No.: [insert RFP identification number]

Date of Issue: [insert date of issue of the RFP]

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[Insert Name and address of Procuring Entity]

## RFP Information

RFP Reference No.	
GeM Availability Report and Past Transaction Summary Report ID:	GEM/GARPTS/17022022/8CZUEWX88IYB
Work Item Title/ Description	
Mode of RFP	Limited tender
Date of Release of RFP	XXth April ,2024
Date of Pre-bid meeting	XXth April,2024 at 12.00 Hours (IST)
Last Date for Submission of RFP	XXth April,2024, Up to 1500 Hours (IST)
Date of Opening of RFP	XXth April,2024, at 1530 Hours (IST)
Location of Submission/ Opening of Proposals, as applicable	<p><b>Insert Name and address of Procuring Entity</b></p> <p><i>Note: - Due to prevailing COVID-19 conditions and as per the directives and SoP of MHA, the bid opening meeting may be held over a Video Conferencing (VC) the link of which will be available on Procuring Entity website.</i></p>
RFP Category	Services
Processing Fees	Rs.X,XXX/- in form of Banker's cheque/Bank Guarantee drawn on a Indian Nationalized Bank in favor of <b>Procuring Entity</b> payable at _____.
EMD Fee	Rs. XX Lakh in form of Banker's cheque/Bank Guarantee drawn on a Indian Nationalized Bank in favor of <b>Procuring Entity</b> payable at _____.
Bid Validity days	180 days from last Date of Bid submission
Duration of Assignment	
Address for Correspondence/ for Bid Submission:	<p>O/o HOD name and address of <b>Procuring Entity</b></p> <p>e-mail:</p>
Support Team Contact Details:	Name, Contact No, and email id of Procuring Entity

## PREFACE

*(The 'Preface' should be deleted from the finally customized RFP by the Client)*

This Standard Request for Proposal (SRFP) Document has been prepared in line with the requirements given in Sub-section (4) of Section 20 of the Assam Public Procurement Act, 2017 and should be treated as model RFP Document for procurement of Consultancy Services<sup>1</sup> to be provided by a firm.

This SRFP is intended to be issued to **firms already shortlisted by the procuring entities** after following due process of inviting Expression of Interest (EOI) in accordance with Rule 25(3) (b),(c) and(iii) of "The Assam Public Procurement Rules 2020". The SRFP has been prepared for inviting technical and financial proposals under **paper-bidding process** and may be suitably customized for inviting technical and financial proposals under e-procurement process.

This SRFP can be used with different selection methods described in Rule 25 (7) of "*The Assam Public Procurement Rules 2020*", including Quality and Cost Based Selection (QCBS), Quality Based Selection (QBS), Least Cost System (LCS) and Fixed Budget System (FBS). For selection based on Consultant's Qualifications Selection (CQS) and Single Source Selection (SSS) relevant elements of this SRFP may be used and further simplified for the purpose of a particular assignment. The text shown in Italics is "*Notes to the Client*" provides guidance to the procuring entity in preparing a specific RFP. "*Notes to the Client*" should be deleted from the final RFP issued to the shortlisted Consultants

The SRFP includes standard form of contract for lump-sum assignments. This type of contract is used mainly for assignments in which the scope or job or task which is related to the meeting of a public need and which is well defined in terms of content, outcomes or outputs as well as the time-frame for completion. 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.

The brief description of various sections included in the SRFP is as under:

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<sup>1</sup>'**Consultancy Services**' as explained in Rule 25(Explanation-I) of the 'The Assam Public Procurement Rules, 2020' means any subject matter of procurement other than goods or works, except those consequential or incidental to such service or subject matter, and includes professional, intellectual, technical and advisory services or any other service classified or declared as such by a procuring entity but does not include direct engagement of a retired Government servant. These services typically involve providing expert or strategic advice, e.g., management consultant, policy consultants, communications consultants, training and development consultants, organizational analysis and development, restructuring, advisory and project related consulting services which include feasibility studies, project management, engineering services, etc.

**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.

**Section 2: Instructions to Consultants and Data Sheet:** 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.

**Section 3: Technical Proposal – Standard Forms:** This Section includes the forms 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: 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 6: Standard Forms of Contract:** This Section includes a standard contract form for Lump-Sum Contract. It 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.

The State Procurement Facilitation Cell (SPFC) may be contacted [ceppassam@gmail.com] for any question regarding applicability of the SRFP and any issue while customizing it to specific procurement need.

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# PART-I

## SECTION-I

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### 1. Letter of Invitation

RFP Ref. No. \_\_\_\_\_

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

To,

*[insert: Name and Address of the Shortlisted Consultant]*

Dear Mr. / Ms.,

1. We had invited EOI (Ref No.....Dated.....) for shortlisting of suitable Consultants/Firms to participate in the RFP process for final selection and engagement of the most suitable amongst them for *[insert title of consultancy services]*. As your firm has been short-listed in the EOI stage, you are now invited to submit detailed proposal as per the attached RFP Document.
2. This RFP Document has been addressed to the following shortlisted Consultants:  
*[Insert the list of Consultants shortlisted in the Eoi Process]*.
3. It is not permissible to transfer this invitation to any other firm not shortlisted in the Eoi Process.
4. A firm will be selected under \_\_\_\_\_ *[insert selection method]* method and procedures and in a *[insert proposal format: Full Technical Proposal (FTP) or Simplified Technical Proposal (STP)]* format as described in this RFP Document.
5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 - Technical Proposal (*[select: FTP or STP]*) - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Form of Contract
6. Please inform us by *[insert date]*, in writing at *[insert address]*, or by E-mail *[insert e-mail address]*:
  - (a) that you have received the Letter of Invitation; and



(b) whether you intend to submit a proposal

7. Details on the proposal's submission date, time and address are provided in Para 20.10 of the ITC.
8. Bidders who seek to appeal against any decision, action or omission regarding this particular procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

First Appellate Authority	Second Appellate Authority
<Insert Name, Address and landline number of first appellate authority>	<b>Smti Laya Madduri, IAS</b> Secretary to the Government of Assam, Finance Department Second Floor, F Block Janata Bhawan Dispur, Guwahati : 781006 Phone No.:0361-2237455 Mobile No.: E-mail: <a href="mailto:l.madduri@nic.in">l.madduri@nic.in</a>

Yours sincerely,

*Signature of the Proposal Inviting Authority*

*Name with Designation:*

*Address Procuring Entity:*

*Tele no.:*

*E-mail:*

*Website:*

## SECTION-II

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### 2. Instructions to Consultants & Data Sheet

*["Notes to the Proposal Inviting Authority (PIA)": this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, to address specific project requirements, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. **This PIA should be deleted** from the final RFP issued to the shortlisted Consultants].*

#### General Provisions

##### 2.1 Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in India, or as they may be issued and in force from time to time.
- (c) "Client" means the procuring entity that signs the Contract for the Services with the selected Consultant.
- (d) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) "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).
- (f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (g) "Day" means a calendar day.
- (h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

- (i) "Government" means the Government of Assam.
- (j) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (k) "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.
- (l) "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.
- (m) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (n) "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.
- (o) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) "Proposal Inviting Authority (PIA)" means the official/committee duly authorized to issue RFP& receipt the proposal.
- (q) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (r) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (s) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (t) "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.
- (u) "TORs" (this Section 5 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 results and deliverables of the assignment.

## **2.2 Introduction**

- 2.2.1 The Client (i.e., Procuring Entity) 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**.
- 2.2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for selection and ultimately signing the Contract with the selected Consultant.
- 2.2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

## **2.3 Conflict of Interest**

- 2.3.1 Conflict of Interest for a Procuring Entity or its personnel and consultants is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- 2.3.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following-
- 2.3.3 Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
- 2.3.4 Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- 2.3.5 Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the procuring entity

or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;

2.3.6 Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procurement Entity;

2.3.7 The situations in which consultants participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following–

- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
- b) If they receive or have received any direct or indirect subsidy from any other bidder;
- c) If they have the same legal representative for purposes of the bid;
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;

If a consultant or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;

2.3.8 In the ‘Technical Proposal Submission Form ’ to be submitted by the consultant, as per format given in Section 3: “Technical Proposal–Standard Forms”, all Consultants shall provide a signed statement that the Consultant, (including all members of JV and Sub-Consultants, if any) is neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract;

2.3.9 In case of a holding company having more than one independent unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit proposal or quote to prevent any conflict of interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such consultants must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

## 2.4 Unfair Competitive Advantage

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

## 2.5 Code of Integrity

2.5.1 The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Consultants and their representatives or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

2.5.2 Govt. of Assam prescribes to the Client and Consultants to uphold the Code of Integrity, which prohibits officers or employees of a Client or a person participating in a procurement process the following:

- (a) Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (e) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (f) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (g) any obstruction of any investigation or audit of a procurement process;
- (h) making false declaration or providing false information for participation in—
  - (i) tender process or to secure a contract;
  - (ii) disclosure of Conflict of Interest;
  - (iii) disclosure by the Consultant of any previous transgressions with any entity

(Government or Semi-government) in India, during the last three years.

2.5.3 In case of any breach of the Code of Integrity by a Consultant or a prospective Consultant, as the case may be, the Client after giving a reasonable opportunity of being heard, may take appropriate measures including–

- (a) exclusion of the Consultant from the procurement process;
- (b) calling off of pre-contract negotiations;
- (c) recovery of payments made by the Client along with interest thereon at bank rate;
- (d) cancellation of the relevant contract and recovery of compensation for loss incurred by the Client;
- (e) debarment of the consultant from participation in future procurements of any Procuring Entity for a period not exceeding three years

## **2.6 Eligibility**

2.6.1 Consultant shall be a natural person, private entity, government- owned entity or any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India or any other country with which India has not banned trade relations.

2.6.2 Consultant should not have a Conflict of Interest as prescribed and specified in ITC Para 2.3, which materially affects fair competition;

2.6.3 In addition, any consultant participating in the procurement process shall–

- (a) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority;
- (b) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (c) not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (d) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them in

India.

2.6.4 In the 'Technical Proposal Submission Form' to be submitted by the consultant, as per format given in Section 3: "Technical Proposal – Standard Forms", all consultants shall provide an Affidavit that the consultant fulfils the eligibility requirements given in ITC Para 2.6.



## Preparation of Proposals

### 2.7 General Considerations

2.7.1 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.

### 2.8 Cost of Preparation of Proposal

2.8.1 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.

### 2.9 Language

2.9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in English language.

### 2.10 Documents Comprising of Proposal

2.10.1 The Proposal shall comprise the documents and forms **listed in the Data Sheet**.

### 2.11 Only One Proposal

2.11.1 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**.

### 2.12 Proposal Validity

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

2.12.2 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.

2.12.3 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.

## **2.13 Extension of Validity Period**

2.13.1 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.

2.13.2 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.

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

## **2.14 Substitution of Key Experts at Validity Extension**

2.14.1 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 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.

2.14.2 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.

## **2.15 Sub-Contracting**

2.15.1 The Consultant shall not sub contract the whole of the Services.

### **2.16.1 Clarification & Amendment of RFP**

2.16.1 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:

2.16.2 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.

2.16.3 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.

2.16.4 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.

## **2.17 Preparation of Proposal Specific Considerations**

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

- a) 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.
- b) The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.
- c) 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**.
- d) For assignments under the Fixed-Budget System (FBS) selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**,

and the Financial Proposal shall not exceed this budget.

## **2.18 Technical Proposal Format and Content**

2.18.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

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

## **2.19 Financial Proposal**

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

2.19.2 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 is provided in the **Data Sheet**.

2.19.3 The Consultant shall express the price for its Services in Indian Rupees only.

## **Proposal Submission, Opening & Evaluation**

### **2.20 Submission, Sealing and Marking of Proposal**

2.20.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC Para 2.10 (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.

2.20.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

2.20.3 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.

2.20.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

2.20.5 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.

2.20.6 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]."

2.16.2 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."

2.20.8 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]".

2.20.9 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.

2.20.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## **2.21 Confidentiality**

2.21.1 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.

2.21.2 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 sanctions procedures of Govt. of Assam.

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

## **2.22 Opening of Technical Proposal**

2.22.1 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. **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 the Client until they are opened in accordance with Para 26 of the ITC.

2.22.2 At the opening of the Technical Proposals the following shall be read out:

- (i) the name 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 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.**

## **2.23 Evaluation of Proposal**

2.23.1 The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.23.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Para 2.14.1 of the ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

## **2.24 Evaluation of Technical Proposal**

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

## **2.25 Financial Proposal for QBS**

2.25.1 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.

2.25.2 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.

## **2.26 Public Opening of Financial Proposals (For QCBS, FBS & LCS Method)**

2.26.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, 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 to 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, generally not less than 3 working days. 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.

2.26.2 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.

## 2.27 Corrections of Errors

- 2.27.1 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.
- 2.27.2 The Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC Para 2.28 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

## 2.28 Taxes

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

## 2.29 Combined Quality & Cost Evaluation

- 2.29.1 Combined Quality & Cost Based Selection (QCBS):** 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.**
- 2.29.2 **Fixed Budget Selection (FBS):** In the case of FBS, those Proposals that exceed the budget indicated in ITC Para 2.17.1.d) of the Data Sheet shall be rejected. 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.
- 2.29.3 Least Cost Selection:** 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 score and **invite such Consultant to negotiate the Contract.**

## Negotiations & Award

### ~~2.30 Negotiations~~

- ~~2.30.1 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.~~



~~2.30.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.~~

**2.30.3 Availability of Key Experts:**

- a) 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 Para 2.14 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.
- b) 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.

**2.30.4 Technical Negotiations:**

- a) 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.

**2.30.5 Financial Negotiations:**

- a) The negotiations include the clarification of the Consultant's tax liability and how it should be reflected in the Contract.
- b) If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- c) The unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.
- d) The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations –

## Breakdown of Remuneration Rates.

### **2.31 Conclusion of Negotiations**

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

2.31.2 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. 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

### **2.32 Abnormally Low Bids**

2.32.1 An Abnormally Low Bid is one where the Bid price in combination with other constituent elements of the Bid appears unreasonably low (exceeds the estimated price by more than 15% or is below the estimated price by more than 15%) to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

2.32.2 In the event of identification of a potentially Abnormally Low Bid, the Procuring Entity shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

2.32.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Bidder has failed to demonstrate its capability, to perform the Contract for the offered Bid Price, the Procuring Entity reserves the right to reject the Bid.

### **2.33 Award of Contract**

2.33.1 After completing the negotiations, the Client shall prepare the negotiated draft Contract; sign the Contract; and promptly notify the other shortlisted Consultants.

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

### **2.34 Performance Security**

2.34.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using the Performance Security Form included in Section

IX - Contract Forms, or another Form acceptable to the Procuring Entity.

2.34.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily provided the offered price is at par with the L1 price.

2.34.3 The validity of the performance security shall be for a period of 60 days beyond the defect liability period.

## SECTION-III

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### 3. Data Sheet

#### ***RFP DATA SHEET***

*["Notes to Client" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]*

<b>A. General</b>	
<b>ITC Para Reference</b>	
<b>2.2.1</b>	<b>Name of the Client:</b> _____ _____ <b>Method of selection:</b> _____ as described in the RFP Document
<b>2.2.2</b>	<b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes ___ No ___ <b>The name of the assignment is:</b> _____

<p><b>2.2.3</b></p>	<p><b>A pre-proposal conference will be held:</b> Yes _____ or No _____</p> <p><i>[If “Yes”, fill in the following:]</i></p> <p>Name and designation of contact person:          _____ Phone: _____</p> <p>E-mail: _____</p> <p>Venue: _____</p> <p>_____ Time and Date: _____</p>
<p><b>2.2.4</b></p>	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> _____</p> <p><i>[list or state “N/A” if none]</i></p> <p>_____</p>
<p><b>2.4.1</b></p>	<p><i>[If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]</i></p>
<p style="text-align: center;"><b>B. Preparation of Proposals</b></p>	

<p><b>2.10.1</b></p>	<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> <p>(1) Power of Attorney to sign the Proposal  (2) TECH-1  (3) TECH-2  (4) TECH-3  (5) TECH-4  (6) TECH-5  (7) TECH-6</p> <p>OR</p> <p><b><u>For Simplified Technical Proposal (STP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <p>(1) Power of Attorney to sign the Proposal  (2) TECH-1  (3) TECH-4  (4) TECH-5  (5) TECH-6</p> <p>AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b></p> <p>(1) FIN-1  (2) FIN-2  (3) FIN-3  (4) FIN-4</p>
<p><b>2.11.1</b></p>	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b></p> <p>Yes_____or No_____</p>
<p><b>2.12.1</b></p>	<p><b>Proposals must remain valid for <i>[insert a number: normally between 30 and 90 days after the proposal submission deadline (i.e., until: <i>[insert the date]</i>).</i></b></p>
<p><b>2.16.1</b></p>	<p><b>Clarifications may be requested no later than <i>[insert number]</i> days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is:</p>

	Name and designation of contact person: _____ _____ Address of contact person: _____ E-mail: _____
<b>2.17.1 (a)</b>	<b>Shortlisted Consultants may associate with</b> <b>(a) non-shortlisted consultant(s):</b> Yes _____ or No _____ <b>Or</b> <b>(b) other shortlisted Consultants:</b> Yes _____ or No _____
<b>2.17.1 (b)</b> (do not use for Fixed Budget method)	<i>[If not used, state "Not applicable". If used, insert the following:]</i> <b>Estimated input of Key Experts' time-input:</b> _____ <b>person- months.</b>  <i>[OR]</i> <b>Estimated total cost of the assignment:</b> _____  <i>[Indicate only either time input (in person-month) or total cost, but not both!]</i>
<b>2.17.1 (d)</b> (Use for Fixed Budget method)	<b>The total available budget for this Fixed-Budget assignment is:</b> _____ <b>(Inclusive or exclusive of taxes).</b> <b>Proposals exceeding the total available budget will be rejected.</b>  <i>[If inclusive, indicate tax estimates separately]</i>
<b>2.18.2</b>	The format of the Technical Proposal to be submitted is: FTP _____ or STP _____ <i>[check the applicable format]</i>  Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
<b>2.19.1</b>	<i>[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted; others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms:</i>  (1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i>  (2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i>

	<p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p> <p>(8) <i>[insert relevant type of expenses, if/as applicable]</i></p>
<b>2.19.2</b>	<b>The information on the Consultant’s tax obligations can be found</b> <i>[insert reference to the appropriate official source]</i>
<b>C. Submission, Opening and Evaluation</b>	
<b>2.20.1</b>	<p><b>The Consultants <i>[insert “shall” or “shall not”]</i> have the option of submitting their Proposals electronically.</b></p> <p><i>[If “Yes”, insert: <b>The electronic submission procedures shall be:</b> [describe the submission procedure.]</i></p>
<b>2.20.5</b>	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original and _____ <i>[insert number]</i> copies; and one soft copy in Pen Drive/ Password protected PDF through email if any .</p> <p>(b) <b>Financial Proposal:</b> one (1) original (hard copy only).</p>
<b>2.20.8 and 2.20.10</b>	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date:</b> _____ day/month/year <i>[for example, XX January 2024]</i></p> <p><b>Time:</b> _____ <i>[insert time in 24h format, for example, “16:00”]</i></p> <hr/> <p><b>The Proposal submission address is:</b> _____</p>
<b>22.1</b>	<p><b>The opening shall take place at:</b></p> <p><i>[Insert: “same as the Proposal submission address” OR insert and fill in the following:</i></p>

	<p>Address: _____</p> <p><b>Date:</b> same as the submission deadline indicated in 20.8.  <b>Time:</b> <i>[insert time in 24h format, for example – “16:00”]</i>  <i>[The time should be immediately after the time for the submission deadline stated in 20.8]</i></p>
<p><b>2.22.2</b></p>	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals _____</b> <i>[insert “N/A” or state what additional information will be read out and recorded in the opening minutes]</i></p>
<p><b>2.24.1</b> (for FTP)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:  <u>Points</u></p> <p>(i) <b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b> <span style="float: right;"><i>[0 -10]</i></span></p> <p>(ii) <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b> <span style="float: right;"><i>[20 -50]</i></span>  <i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p>(iii) <b>Key Experts’ qualifications and competence for the Assignment:</b>  <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) <i>Position K-1:[Team Leader]</i> <span style="float: right;"><i>[Insert points]</i></span>  b) <i>Position K-2: [Insert position title]</i> <span style="float: right;"><i>[Insert points]</i></span>  c) <i>Position K-3:[Insert position title]</i> <span style="float: right;"><i>[Insert points]</i></span></p> <p style="text-align: right;"><b>Total points for criterion(iii):</b> <span style="float: right;"><i>[30 -60]</i></span></p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p>



1) General qualifications (general education and training): \_\_\_\_\_  
[insert weight between 10 and 20 %]

2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): \_\_\_\_\_ [insert weight between 60 and 80%]

3) [If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): \_\_\_\_\_  
[insert weight between 0 and 10%]

Total weight: 100%

(iv) **Transfer of knowledge (training) program** (relevance of approach and methodology): [normally, not to exceed 10 points]

Total points for criterion(iv): [0 – 10]

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

**The minimum technical score (St) required to pass is:**  
[insert number]

[The indicative range is 70 to 85 on a scale of 1 to 100]

The technical evaluation will carry a weightage of XX marks. The bidders who score XX marks out of 100 will be qualified for opening of financial bids.

The highest technical scored by the bidder will be awarded 100 marks. The technical scores of other Bidders will be calculated as:

$$T_n = (T_s / T_h) \times 100$$

Where

$T_n$  = Normalized Technical score of the bidder under consideration

$T_s$  = stands for the technical score of bidders under consideration

$T_h$  = stands for Highest Technical Score

After analysis of Technical Bids, the financial bids of only qualified bidders will be opened.

<p><b>2.24.1</b> (for STP)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> <p><b>(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)</b> [20 – 40]</p> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p><b>(ii) Key Experts’ qualifications and competence for the Assignment:</b> <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) Position K-1:[Team Leader] [Insert points]</p> <p>b) Position K-2: [Insert position title] [Insert points]</p>
	<p>c) Position K-3:[Insert position title] [Insert points]</p> <p style="text-align: center;"><b>Total points for criterion(iii): [60 -80]</b></p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education and training):____ <i>[insert weight between 10 and 20 %]</i></p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments):____<i>[insert weight between 60 and 80%]</i></p> <p>3) <i>[If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):_____</i> <i>[insert weight between 0 and 10%]</i></p> <p style="text-align: right;">Total weight: 100%</p> <p><b>Total points for the two criteria: 100</b></p>

	<p><b>The minimum technical score (St) required to pass is:</b>  <i>[insert number]</i>  <i>[The indicative range is 70 to 85 on a scale of 1 to 100]</i></p> <p><i>The technical evaluation will carry a weightage of XX marks. The bidders who score XX marks out of 100 will be qualified for opening of financial bids.</i></p> <p><i>The highest technical scored by the bidder will be awarded 100 marks. The technical scores of other Bidders will be calculated as:</i></p> $T_n = (T_s / T_h) \times 100$ <p><i>Where</i>  <i>T<sub>n</sub> = Normalized Technical score of the bidder under consideration</i>  <i>T<sub>s</sub> = stands for the technical score of bidders under consideration</i>  <i>T<sub>h</sub> = stands for Highest Technical Score</i></p> <p><i>After analysis of Technical Bids, the financial bids of only qualified bidders will be opened.</i></p>
<p><b>2.26.1</b></p>	<p><b>An online option of the opening of the Financial Proposals is offered:</b> Yes_____or No_____.</p> <p><i>[If yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Financial Proposals.]</i></p>
<p><b>2.28.1</b></p>	<p>For the purpose of the evaluation, the Client will exclude GST payable on consulting services.</p>
<p><b>2.29.1 (QCBS only)</b></p>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p>

	<p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = _____</b> <i>[Insert weight]</i>, and  <b>P= _____</b> <i>[Insert weight]</i></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: S = St x T% + Sf x P%.</p>
	<p><b>D. Negotiations and Award</b></p>
<p><b>2.30.1</b></p>	<p><b>Expected date and address for contract negotiations:</b>  <b>Date:</b> _____ day/month/year <i>[for example, 15 January 2024]</i>  <b>Address:</b> _____</p>
<p><b>2.32.2</b></p>	<p><b>Expected date for the commencement of the Services:</b>  <b>Date:</b> _____ <i>[insert month and year]</i> <b>at:</b> _____ <i>[insert location]</i></p>

## SECTION- IV

### 4. Technical Proposal – Standard Forms<sup>2</sup>

#### 4.1 Checklist of Required Forms

#### CHECKLIST

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

**Note:**

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

<sup>2</sup>{[Notes to Consultant](#) shown in brackets { } throughout Section 4 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

## 4.2 Technical Proposal Submission Form (TECH-1)

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

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

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

*{OR*

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 2.12.1.
- (c) We have no Conflict of Interest in accordance with ITC2.3.
- (d) We, along with any of our sub-consultants, sub-contractors, suppliers, or service providers for any part of our contract, are not debarred by Central Government, State Government, or any Public Undertakings, Autonomous Bodies, Authorities

under them.

- (e) We undertake to observe the Code of Integrity as prescribed in ITC2.5.
- (f) 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 2.30.3 & 2.30.4 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) 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 2.32.2 of the Data Sheet.
- (i) 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}

## 4.2 Consultant's Organisation and Experience Form (TECH-2<sup>3</sup>)

### Consultant's Organisation and Experience (For Full Technical Proposal)

**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

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<sup>3</sup> For Full Technical Proposal (FTP)

(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

### **B - Consultant’s Experience**

1. List only previous similar assignments successfully completed in the last [ ] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture 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.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client	Approx. Contract value (in Rs.)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2020– Apr.2021}	{e.g., “Improvement Quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of..... }	{e.g., Rs.1 Cr./ Rs.1 Cr.}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2020}	{e.g., “Support to sub-National government.....” : drafted secondary level regulations on..... }	{e.g., Ministry of..... }	{e.g., Rs.1 Cr./ Rs.1 Cr.}	{e.g., sole Consultant}



### 4.3 Comments & Suggestions on ToR (Form: TECH-3)

#### Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Client (Full Technical Proposal)

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

#### A. On the Terms of Reference

{improvements to the Terms of Reference, if any}

#### B. On Counterpart Staff and Facilities

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

### 4.4 Approach, Methodology, and Work Plan (TECH-4)

#### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE (For both STP & FTP)

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.

- 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.}

#### 4.5 Work Schedule & Planning for Deliverables (TECH-5)

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

#### WORK SCHEDULE & PLANNING FOR DELIVERABLES (FOR STP AND FTP)



- 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.

4.6. Team Composition, Assignment, and key Experts' input (TECH-6)

**TEAM COMPOSITION,  
ASSIGNMENT, AND KEY EXPERTS'  
INPUTS**

(FOR STP AND FTP)

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

- For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet/TC24.1.
- 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.
- "Home" means work in the expert's office or residence. "Field" work means work carried out in the Client's city or office. Full time input  Part time input 

## 4.7 Curriculum Vitae (CV)

### CURRICULUM VITAE (CV)

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

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

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

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

**Membership in Professional Associations and Publications:**

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

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**Adequacy for the Assignment:**

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

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

**Certification:**

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

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

Signature

Date

## SECTION-V

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### 5. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

**5.1 Financial Proposal Submission Form (FIN-1)**

{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 Rupees {Indicate the amount} {Insert amount in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 2.28.1 in the Data Sheet. The estimated amount of local indirect taxes is Rupees {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 2.12.1 of the Data Sheet.

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:-----

Email:-----

{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}



**5.2 Summary of Costs (Form FIN-2)**

**SUMMARY OF COSTS**

Item	Cost { in Indian Rupees}
<b>Cost of the Financial Proposal</b>	
Including:	
(1) Remuneration	
(2) Reimbursables	
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}	
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>	
{insert type of tax: e.g., IGST/SGST/CGST}	
<b><u>Total Estimate for Indirect Local Tax:</u></b>	

.....  
 .....  
 .....

### 5.3 Breakdown of Remuneration (Form FIN-3)

#### BREAKDOWN OF REMUNERATION

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

#### A. Remuneration

No.	Name	Position (as in TECH-6)	Person-month/day Remuneration Rate	Time Input in Person per Month/day (TECH- 6)	Total
A	B	C	D	E	(D x E)
—	<b>Key Experts</b>				
K-1	_____		[Home] [Field]		
K-2	_____				
	_____				
	_____				
—	<b>Non-Key Experts</b>				
N-1	_____		[Home] [Field]		
N-2	_____				
	_____				
	_____				
	<b>Total Costs</b>				

**5.4 Breakdown of Reimbursable Expenses (FIN-4)**

**BREAKDOWN OF REIMBURSABLE EXPENSES**

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

**B. Reimbursable Expenses\_\_\_\_\_**

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

Note:

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

## **Appendix A. Financial Negotiations - Breakdown of Remuneration Rates**

*(to be used only in case of QBS method)*

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### **1. Review of Remuneration Rates**

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
  - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and /or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
  - (iv) Cost of Leave. The principles of calculating the cost of total days leave per

annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of head quarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on them onthly payments charged for sub- contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

## Sample Form

### 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: \_\_\_\_\_

Consultant’s Representations Regarding Costs and Charges (Model Form I)

(Expressed in Indian Rupees)

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

1. Expressed as percentage of 1  
 2. Expressed as percentage of 4

## SECTION-VI

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### 6. Terms of Reference

#### TERMS OF REFERENCE

1. **Background.....**
2. **Objective(s) of the Assignment\_\_\_\_\_**
3. **Scope of Services, Tasks (Components) and Expected Deliverables**
  - 3.1 \_\_\_\_\_
  - 3.2 [indicate if downstream work is required]
  - 3.3 [indicate if training is a specific component of the assignment]
4. **Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 24.1 of the ITC)**
5. **Reporting Requirements and Time Schedule for Deliverables**

[At a minimum, list the following:

- (a) format, frequency, and contents of reports;
- (b) number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CDROM in addition to the specified number of hardcopies;
- (c) dates of submission;
- (d) persons (indicate names, titles, submission address) to receive them;etc.

#### 6. Client's Input and Counter part Personnel

- (a) Services, facilities and property to be made available to the Consultant by the Client:\_\_\_\_\_ [list/specify]
- (b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:\_\_\_\_\_ [list/specify]



# **PART II**

## **Conditions of Contract and Contract Forms**

**CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

**Name of Assignment.....**

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

**between**

\_\_\_\_\_

***[Name of the Client]***

**and**

\_\_\_\_\_

***[Name of the Consultant]***

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

## 1. Form of Contract

### CONTRACT

*(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]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

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

#### WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

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;
  - (b) The Special Conditions of Contract;
  - (c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Breakdown of Contract Price
    - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of

precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B;

Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

---

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

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

---

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

*[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]*

## 2. 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) “Client” means the Procuring Entity that signs the Contract for the Services with the Selected Consultant.
- (b) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (c) “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).
- (d) “Day” means a working day unless indicated otherwise.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC11.
- (f) “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.
- (g) “GCC” means these General Conditions of Contract.
- (h) “Government” means the Government of Assam.
- (i) “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.
- (j) “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.

- (k) "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.
- (l) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (n) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (o) "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.
- (p) "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 in India

## **4. Language**

4.1. This Contract has been executed in the English, 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. 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**.

## **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. Code of Integrity**

10.1. The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Consultants and their representatives or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity

10.2. Govt. of Assam prescribes to the Client and Consultants to uphold the Code of Integrity, which prohibits officers or employees of a Client or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a

financial or other benefit or avoid an obligation;

- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in-
  - a) tender process or to secure a contract;
  - b) disclosure of Conflict of Interest;
  - c) discloser by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity
  - d) during the last three years or of any debarment by any other Procuring Entity

10.3. In case of any breach of the Code of Integrity by a Consultant or a prospective Consultant, as the case may be, the Client after giving a reasonable opportunity of being heard, may take appropriate measures including–

- (i) exclusion of the Consultant from the procurement process;
- (ii) recovery of payments made by the Client along with interest thereon at bank rate;
- (iii) cancellation of the relevant contract and recovery of compensation for loss incurred by the Client;



- (iv) debarment of the consultant from participation in future procurements of the Govt. of Assam for a period not exceeding three years

## **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.

## **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 here under.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

### **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**

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

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the

occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

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

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

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

## **18 Suspension**

18.1. The Client may, by written notice of suspension to the Consultant, suspend 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 GCC18;

(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 GCC45.1;

(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 GCC13.

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 Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice

from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.

(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 ClauseGCC25, and(iv)any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

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

**e. Payment upon Termination**

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

(a) payment for Services satisfactorily performed prior to the effective date of termination; and

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

**C. OBLIGATIONS OF THE CONSULTANT**

**20 General**

**a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law Applicable to Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when as a matter of law or official regulations, the Govt. of India prohibits commercial relations with that country.

**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.

21.2 Conflict of interest for a Procuring Entity or its personnel and consultants is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

21.3 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following—

- a) Conflict of Interest occurs when the private interests of a procuring entity or its personnel, such as personal, non- official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
- b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the

service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;

- c) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
- d) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procurement Entity;

21.4 The situations in which consultants participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following–

- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
- b) If they receive or have received any direct or indirect subsidy from any other bidder;
- c) If they have the same legal representative for purposes of the bid;
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;
- g) If a consultant or any of its affiliates participated as



a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;

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

## **22. Confidentiality**

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

## **23. Liability of the Consultant**

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.

## **24. Insurance to be Taken out by the Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and(ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

## **25. Accounting, Inspection and Auditing**

25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client 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 Client if requested by the Client.

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

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

### **29. Description of Key Experts**

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

### **30. Replacement of Key Experts**

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

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith

provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

### **31. Removal of Experts or Sub-consultants**

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have acted in contravention to Code of Integrity provisions given in GCC 10, while performing the Services, the Consultant shall, at the Client's written request, provide are placement.

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

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

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

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

### **32. Assistance and Exemptions**

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

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in

the Client's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(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**.

### **33. Access to Project Site**

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

## **34. Change in the Applicable Law**

### **Related to Taxes and Duties**

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

## **35. Services, Facilities and**

### **Property of the Client**

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

## **36. Counterpart Personnel**

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

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

## **37. Payment Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make

such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

## **F. PAYMENTS TO THECONSULTANT**

**38. Contract Price** 38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

**39. Taxes and Duties** 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.

### **40. Currency of Payment**

40.1 Any payment under this Contract shall be made in Indian Rupees.

### **41. Mode of Billing and Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC38.1.

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

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

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt

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

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

41.2.4 All payments under this Contract shall be made to the account of the Consultant specified in the **SCC**.

## **G. FAIRNESS AND GOODFAITH**

### **42. Good Faith**

42.1 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**

### **43. Amicable Settlement**

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

43.2 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 44.1 shall apply.

#### **44. Dispute Resolution**

44.1 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**.

### 3. 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 GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p><b>The addresses are:</b></p> <p><b>Client :</b> _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted): _____</p> <p><b>Consultant:</b> _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted): _____</p>
8.1	<p><i>[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 GCC6.1 should be inserted here.]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____  <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <i>[name, title]</i> _____</p> <p><b>For the Consultant:</b>  <i>[name, title]</i> _____</p>
11.1	<p><i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p> <p>OR</p> <p><i>List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the</i></p>

	<p><i>Client of an advance payment guarantee (see Clause SCC 45.1(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>The time period shall be _____ <i>[insert time period, e.g.: four months].</i></p>
13.1	<p><b>Commencement of Services:</b></p> <p>The number of days shall be _____ <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>The time period shall be _____ <i>[insert time period, e.g.: twelve months].</i></p>
21.5	<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 GCC21.4.g</b></p> <p>Yes _____ No</p>

<p><b>23.1</b></p>	<p><b>No additional provisions.</b></p> <p><i>[OR</i></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p><b>"Limitation of the Consultant's Liability towards the Client:</b></p> <p><b>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</b></p> <p style="padding-left: 40px;"><b>(i) for any indirect or consequential loss or damage; and</b></p> <p style="padding-left: 40px;"><b>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</b></p> <p><b>(b) This limitation of liability shall not</b></p> <p style="padding-left: 40px;"><b>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</b></p> <p style="padding-left: 40px;"><b>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "applicable law in the Client's country"</b></p>
<p><b>24.1</b></p>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><i>[Delete what is not applicable except (a)].</i></p> <p><b>(a) Professional ability insurance, with a minimum coverage of <i>_[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></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</b></p>

	<p>minimum coverage of <i>[insert amount or state “in accordance with the applicable law in the Client’s country”]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country”]</i>;</p> <p>(d) Procuring Entity Procuring Entity Procuring Entity’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<p><b>27.1</b></p>	<p><i>[If applicable, insert any exceptions to proprietary rights provision_____]</i></p>
<p><b>27.2</b></p>	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><b>[The Consultant shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Client.]</b></p> <p><i>[OR]</i></p> <p><b>[The Client shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes</b></p>

	<p>unrelated to this Contract without the prior written approval of the Consultant.]</p> <p>[OR]</p> <p>[Neither Party shall use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>
32.1 (a) through (e)	<i>[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, delete this Clause SCC 32.1.]</i>
32.1(f)	<i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 32.1(f).]</i>
38.1	<p><b>The Contract price is: _____<i>[insert amount]</i></b> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i> the Consultant.</b></p> <p><b>The amount of such taxes is _____<i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</i></b></p>
41.2	<p><b>The payment schedule:</b></p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <ul style="list-style-type: none"> <li>• Payments shall be subject to deductions of any amount for which the successful bidder is liable under the agreement against the respective purchase/ work order. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961 and any other taxes.</li> <li>• All Payments shall be made in Indian Rupees only on submission of 5% of the Total Contract value as bank guarantee valid for a period of 2 months after completion of contract and verification of the same from issuing bank.</li> </ul>

	<p><b>1<sup>st</sup> payment:</b> <i>[insert the amount of the installment, percentage of the total Contract price. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount]</i></p> <p><b>2<sup>nd</sup> payment:</b> _____</p> <p>.....: _____</p> <p><b>Final payment:</b> _____</p>
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	<i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</i>
<b>41.2.1</b>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of <i>[insert amount]</i> shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against <i>[list the payments against which the advance is offset]</i>.</p> <p>(2) The bank guarantee will be released when the advance payment has been fully setoff.</p>
<b>41.2.4</b>	<p><b>The bank account is:</b></p> <p><i>[insert account]</i>.</p>

44.1

**Disputes shall be settled by arbitration in accordance with the following provisions:**

1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:
  - (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 *[name an appropriate professional body]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining 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, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.



	<p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two(2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate appointing authority]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty(30)days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph(b)]</i>to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Arbitration and Conciliation Act, 1996 as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter indispute.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall be held in Guwahati, <i>India</i></p> <p>(b) the <i>English</i> language shall be the official language for all purposes; and</p>

	<p>(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.</p>
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#### 4. Appendices to Contract

##### APPENDIX A – TERMS OF REFERENCE

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

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

.....

##### APPENDIX B - KEY EXPERTS

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

.....

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

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

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

## Performance Security (Bank Guarantee)

*[Guarantor letterhead]*

**Beneficiary:** *[insert name and Address of Procuring Entity]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of Contractor]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *\_ [insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures](    ) [insert amount in words],<sup>1</sup>* such sum being payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

BG confirmation can also be sought by sending email to \_\_\_\_\_ (Bank Official email id)

\_\_\_\_\_  
*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any.*

<sup>2</sup>*Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity 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 Procuring Entity 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 Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

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

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

*{Guarantor letter head}*

**Bank Guarantee for Advance Payment**

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

**Beneficiary:** \_\_\_\_\_ *[insert Name and Address of Client]*

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

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

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ *[insert amount in figures]* (\_\_\_\_\_ *[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 a 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:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment.

their account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client 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.

BG confirmation can also be sought by sending email to \_\_\_\_ (Bank Official email id)

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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.”