

No. Rev. (DMC) (F) 11-50/2021 DRRP-(AFD-III) (PMU-AFD)  
Government of Himachal Pradesh  
Department of Revenue (DM Cell).

From,

The Additional Chief Secretary (Revenue) to the  
Government of Himachal Pradesh,  
Shimla-2.

To,

- 1. M/S DDF Consultants Private Limited**  
501,B-9,ITL Twin Tower, Netaji Subhash Place, Pitampura, New Delhi-110034
- 2. M/S Grant Thornton Bharat LLP**  
L-41, Connaught Circus, Outer Circle, New Delhi-110001, India
- 3. M/S Deloitte Touche Tohmatsu India LLP**  
7<sup>th</sup> Floor, Building no. 10-B, DLF Cyber City Complex, DLF City Phase II, Gurgaon-122002, Haryana, India
- 4. M/S Palladium Consulting India Private Limited**  
83, A-1, Baner Road, Sakal Nagar, Aundh, Pune, Maharashtra.
- 5. M/S Ernst & Young LLP**  
3<sup>rd</sup> & 6<sup>th</sup> Floor, Worldmark-1, IGI Airport Hospitality District, Aerocity, New Delhi 110037, India
- 6. M/S IPE Global Limited**  
IPE Global House, B-84, Defence Colony, New Delhi-110024, India
- 7. M/S Price Waterhouse Coopers Pvt. Ltd, India**  
Plot Y-14, Block EP, Sector V, Salt Lake, Kolkata, West Bengal, India-700091
- 8. M/S KPMG Advisory Services Private Limited**  
10, 8<sup>th</sup> Floor, Tower-C, DLF Cyber City, Phase II, Gurugram-122002, India.

Dated Shimla-2, the

17<sup>th</sup> June 2025.

Subject:

**Invitation to Submit RFP for PMU under HPDRRP**

Madam/Sir,

This is to inform you that, based on the recommendations of the Evaluation Committee, meeting held on 7<sup>th</sup> May 2025, your Firm has been found eligible to submit a Request for Proposal (RFP) for Consultancy Services for the Program Management Unit (PMU), under the Himachal Pradesh Disaster Risk Reduction and Preparedness (HPDRRP) Program.

You are hereby invited to submit RFP through electronic mode as per the following schedule:

Event	Date	Time	Venue
<b>Start of Bid Submission</b>	18 <sup>th</sup> June 2025	10:30 AM	Online via <a href="https://hptenders.gov.in">https://hptenders.gov.in</a>
<b>Pre-Bid Meeting</b>	25 <sup>th</sup> June 2025	11:00 AM onwards	Room No. 301, Yojna Bhawan, HP Secretariat, Shimla – 171002
<b>Last Date for Submission of RFP</b>	24 <sup>th</sup> July 2025	12:00 Noon	Online via <a href="https://hptenders.gov.in">https://hptenders.gov.in</a>
<b>Opening of Technical Bids</b>	24 <sup>th</sup> July 2025	2: 00 PM onwards	Room No. 301, Yojna Bhawan, HP Secretariat, Shimla – 171002
<b>Evaluation of Technical Bids by Committee</b>	25 <sup>th</sup> July 2025	11:00 AM onwards	Room No. 301, Yojna Bhawan, HP Secretariat, Shimla – 171002
<b>Opening and Evaluation of Financial Bid</b>	26 <sup>th</sup> July 2025	2:00 PM Onwards	Room No. 301, Yojna Bhawan, HP Secretariat, Shimla – 171002
<b>Contract Negotiations</b>	30 <sup>th</sup> July 2025	11:00 AM onwards	Room No. 301, Yojna Bhawan, HP Secretariat, Shimla – 171002
<b>Expected Start of Services</b>	1st August 2025	As per agreement	Shimla, Himachal Pradesh

Please ensure that your RFP submission adheres strictly to the terms and conditions mentioned in the RFP document. The firm(s) are required to regularly visit <https://hptenders.gov.in> for any further updates w.r.t the RFP.

**Yours faithfully**



**Nishant Thakur (HPAS)**  
Additional Secretary (Rev-DM) to the GoHP  
Cum-Program Director (HPDRRP)

Endst. No. Even

Dated, the 17<sup>th</sup> June, 2025.

Copy forwarded for information to

- Ms. Camille Severac, Deputy Country Director for India, Agence Française De Développement (AFD), Regional office, 112, Malcha Marg, Chanakyapuri, New Delhi – 110 021, India.



**Additional Secretary (Rev-DM) to the GoHP**  
**Cum-Program Director (HPDRRP)**



## **Request for Proposals for Consulting Services**

**(Hiring of Program Management Unit, Himachal Pradesh Disaster Risk Reduction and Preparedness)  
(HP DRRP) Program**

The Himachal Pradesh State Disaster Management Authority (HPSDMA), invites proposals from shortlisted Consulting firms for “**Hiring of Consulting Firm for Program Management Unit (PMU) under the Himachal Pradesh Disaster Risk Reduction and Preparedness (HP DRRP) Program**” The selection will follow the Quality and Cost-Based Selection (QCBS) method as per the Himachal Pradesh Financial Rules, 2009. The Consulting firm will support implementation, coordination, monitoring, procurement, financial management, and compliance of the HP DRRP Program. The assignment requires deployment of a dedicated team including a Team Leader, Financial Management Specialist, Procurement and Contract Management Specialist, and ES&CC Specialist, with a total estimated input of 177 person-months.

**The shortlisted Firms** must submit a full Technical Proposal (FTP) and a Financial Proposal through the e-procurement portal <https://hptenders.gov.in> starting on **18<sup>th</sup> June 2025 at 10:30 AM** and last date of bid submission shall be **24<sup>th</sup> July 2025 at 12:00 Noon**. The shortlisted firms are hereby invited to submit RFP through electronic mode as per the following schedule:

Event	Date	Time	Venue
Start of Bid Submission	18 <sup>th</sup> June 2025	10:30 AM	Online via <a href="https://hptenders.gov.in">https://hptenders.gov.in</a>
Pre-Bid Meeting	25 <sup>th</sup> June 2025	11:00 AM onwards	Room No. 301, Yojna Bhawan, HP Secretariat, Shimla – 171002
Last Date for Submission of RFP	24 <sup>th</sup> July 2025	12:00 Noon	Online via <a href="https://hptenders.gov.in">https://hptenders.gov.in</a>
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Opening and Evaluation of Financial Bid	26 <sup>th</sup> July 2025	2:00 PM Onwards	Room No. 301, Yojna Bhawan, HP Secretariat, Shimla – 171002
Contract Negotiations	30 <sup>th</sup> July 2025	11:00 AM onwards	Room No. 301, Yojna Bhawan, HP Secretariat, Shimla – 171002
Expected Start of Services	1 <sup>st</sup> August 2025	As per agreement	Shimla, Himachal Pradesh

or 0177-2880320.

For clarifications, firms may contact HPSDMA at [sdma-hp@nic.in](mailto:sdma-hp@nic.in)

**Nishant Thakur (HPAS)**

Additional Secretary (Rev-DM) to the GoHP  
Cum-Program Director (HPDRRP)

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SELECTION OF CONSULTANTS

**Request for Proposals  
Consulting Services**

**(Two-Stage Request for Proposals, after Initial Shortlisting)**

*Hiring of:*

*[Program Management Unit, Himachal Pradesh  
Disaster Risk Reduction and Preparedness (HP  
DRRP) Program]*

**RFP No:** *[Rev (DMC) (F)11-50/2023-DRRP (AFD-III) (PMU-AFD)]*

**Consulting Services for:** Program Management Unit (PMU) for the Himachal Pradesh Disaster Risk Reduction and Preparedness Program

**Client:** The Himachal Pradesh State Disaster Management Authority (HPSDMA)

**Country:** *India*

**Issued on:** *[ 17<sup>th</sup> June 2025 (03:00 PM)]*

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## PART I

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

**Name of Assignment:** Hiring of consulting firm for Program Management Unit (PMU) for the Himachal Pradesh Disaster Risk Reduction and Preparedness Program


**RFP Reference No.:** Rev. (DMC) (F)11-50/2023-DRRP (AFD-III) (PMU-AFD)

**Location and Date:** HP Secretariat, Shimla, Himachal Pradesh <17<sup>th</sup> June 2025

Dear Mr. / Ms.

1. The Government of Himachal Pradesh (GoHP) (hereinafter called "Borrower") has received financing from the Agence Française de Développement (AFD) (the "Bank") in the form of a loan (hereinafter called loan) toward the cost of Himachal Pradesh Disaster Risk Reduction and Preparedness (HP DRRP) Program. The Himachal Pradesh State Disaster Management Authority (Client) intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued.
2. The Client now invites online proposals from the initially selected eligible Applicants to provide the following consulting services (hereinafter called "Services"): **Hiring of Consulting firm for Program Management Unit (PMU) for the Himachal Pradesh Disaster Risk Reduction and Preparedness Program.** More details on the Services are provided in the Terms of Reference (Section 7).
3. A firm will be selected under Two-Stage Request for Proposals, in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Himachal Pradesh Financial Rules, 2009 (as amended from time to time).
4. The RFP includes the following documents:
  - Section 1 – Request for Proposals Letter
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 - Technical Proposal (FTP) - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 – AFD's Eligibility Criteria
  - Section 6 – AFD Group's Policy to Prevent and Combat Prohibited Practices
  - Section 7 - Terms of Reference
  - Section 8 - Conditions of Contract and Contract Forms (Time Based)
  - RPF Fee and Earnest Money Deposit (EMD)
5. Details on the proposal submission date, time and address are provided in ITC-17.

Yours sincerely,

  
Program Director,  
PMU-HP DRR Program,  
HP Secretariat Shimla

## Section 2. Instructions to Consultants and Data Sheet

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## Instructions to Consultants

### A. General Provisions

#### 1. Definitions

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

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

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

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

- (w) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s Personnel.
- (x) **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (y) **“Terms of Reference (TORs)”** (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## 2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The shortlisted 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 shortlisted Consultants’ expense.
- 2.4 The Client will timely provide, at no cost to the shortlisted Consultants, the inputs, relevant project data, and reports

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required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

### 3. Conflict of Interest

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

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

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

#### a. Conflicting Activities

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

#### b. Conflicting Assignments

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

#### c. Conflicting Relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-Consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly

involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

**4. Unfair  
Competitive  
Advantage**

4.1 Fairness and transparency in the selection process require that the shortlisted 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 shortlisted Consultants.

**5. Fraud and  
Corruption**

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

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

**6. Eligibility**

Only shortlisted companies Firms/Institutes as per EOI floated for hiring the consultancy services for PMU (HPDRRP) vide no Rev (MDC) (F)11-50/2023-DRRP (AFD-III) PMU-AFD) dated 07/03/2025

**B. Preparation of Proposals**

**7. General  
Considerations**

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

- 8. Cost of Preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity**
- 12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
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- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
- a. Extension of Proposal Validity**
- 12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all shortlisted Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Substitution of Key Experts at Validity Extension**
- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
- c. Sub-Contracting**
- 12.9 The Consultant shall not subcontract the whole of the Services.
- 13. Clarification and Amendment of RFP**
- 13.1 The shortlisted 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
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the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means.

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

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

#### 14. Preparation of Proposals Specific Considerations

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

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with shortlisted other 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.

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

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

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is

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not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

**15. Technical Proposal Format and Content**

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

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

15.2 The Consultant is required to submit a Full Technical Proposal (FTP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**16. Financial Proposal**

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

**a. Price Adjustment**

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

**b. Taxes**

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

**c. Currency of Proposal**

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

**d. Currency of Payment**

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

### C. Submission, Opening and Evaluation

#### 17. Submission, Sealing, and Marking of Proposals

17.1 The shortlisted Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

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

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

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

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" "[Name of the Assignment],

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

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

## 18. Confidentiality

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

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

**19. Opening of Technical Proposals**

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

**20. Proposals Evaluation**

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the Financial Proposals are opened.

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

**21. Evaluation of Technical Proposals**

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

**22. Notification of Results of Technical Evaluation,**

22.1 Following ranking of the Technical Proposals and determination of the proposal that has achieved the highest technical score, the Client shall notify in writing the highest ranking Consultant of its technical score and that it's

**Opening of  
/Invitation to  
Submit Financial  
Proposals for  
QBS**

Technical Proposal has been evaluated as the highest ranking.

22.2 The Client shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, as well as scores obtained for each criterion and sub-criterion, and that their technical proposals have not been evaluated as the highest ranked; and (ii) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.

22.3 If Financial Proposals were invited together with the Technical Proposals, the Client shall notify all of the Consultants that submitted proposals of the date, time and location of the public opening of the Financial Proposals of the highest ranking Consultant. If Financial Proposals were not invited to be submitted along with the Technical Proposals, opening of Financial Proposals does not apply, and the highest ranking Consultant shall be invited to submit its Financial Proposals for negotiations.

22.4 The opening date of the Financial Proposal or invitation of the highest ranking Consultant to submit its Financial Proposal, as applicable, shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date or the date to invite submission of Financial Proposal, as applicable, shall be subject to ITC 35.1.

**23. Public Opening of  
Financial  
Proposals (QCBS,  
FBS, and LCS  
methods)**

23.1 After the technical evaluation is completed, the Client shall notify in writing those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and

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- (iv) notify them of the date, time and location of the public opening of the Financial Proposals.
- 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
  - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
  - (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
  - (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.
- 23.3 The opening date shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 35.1.
- 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.
- 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

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- 24. Correction of Errors**
- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- a. Time-Based Contracts**
- 24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- b. Lump-Sum Contracts**
- 24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
- 25. Taxes**
- 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency**
- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.



**27. Combined****Quality and Cost Evaluation****a. Quality and Cost-Based Selection (QCBS)**

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

**b. Fixed-Budget Selection (FBS)**

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

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

**c. Least-Cost Selection**

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

**D. Negotiations and Award****28. Negotiations**


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

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

**a. Availability of Key Experts**

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

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- 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- b. Technical Negotiations**
- 28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- c. Financial Negotiations**
- 28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.
- 28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- 28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.
- 29. Conclusion of Negotiations**
- 29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.
- 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant
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of the reasons for doing so. The Client will then invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

- 30. Standstill Period**      30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 31. Notification of Intention to Award**      31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
  - (b) the contract price of the successful Proposal;
  - (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
  - (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
  - (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
  - (f) the final combined scores and the final ranking of the Consultants;
  - (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
  - (h) the expiry date of the Standstill Period; and
  - (i) Instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

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**32. Notification of Award**

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, and upon verifying that the Consultant (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. The Client will require the Consultant to replace any sub-consultant that is disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

**Contract Award Notice**

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

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

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

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**33. Debriefing by the Client**

- 33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.
- 33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period.
- 33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting.

**34. Signing of Contract**

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

**35. Procurement Related Complaint**

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

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## Section 2. Instructions to Consultants

### E. Data Sheet

ITC Reference	A. General
1 (b)	<i>India</i>
1 (m)	<p><b>Electronic –Procurement System</b></p> <p>The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process:</p> <p><a href="https://hptenders.gov.in">https://hptenders.gov.in</a>. The electronic-procurement system shall be used to manage the following part of the RFP process:</p> <p><i>[Issuing RFP, submissions of Proposals, opening of Proposals, etc.]</i></p>
2.1	<p><b>Name of the Client:</b> <u>The Himachal Pradesh State Disaster Management Authority (HPSDMA)</u></p> <p><b>Method of selection:</b> <u>Quality and Cost based Selection (QCBS)</u> as per the procurement rules of Himachal Pradesh Financial Rules, 2009 and other procurement circulars of Government of Himachal Pradesh or the General Financial Rules of Government of India</p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p><b>The name of the assignment is:</b> <u>Hiring of Consulting firm for Program Management Unit (PMU) for the Himachal Pradesh Disaster Risk Reduction and Preparedness Program</u></p>
2.3	<p><b>A pre-proposal conference will be held:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Date of pre-Bid Meeting: <u>25<sup>th</sup> June 2025</u></p> <p>Time: <u>11:00 AM Onwards</u></p> <p>Address: <u>Room No. 301, Yojna Bhawan, HP Secretariat, Shimla – 171002</u></p>

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	<p>Telephone: 0177-2880320 Facsimile: _____</p> <p>E-mail: <a href="mailto:sdma-hp[at]nic[dot]in">sdma-hp[at]nic[dot]in</a></p> <p>Contact person/conference coordinator: <i>Dr. Rohit Chauhan (Rev-DMC)</i></p> <p><b>Note:</b></p> <p>1. The weblink for the virtual pre-bid meeting conference is as follows –</p> <p><a href="https://meet.google.com/kbq-tmdg-uwc">https://meet.google.com/kbq-tmdg-uwc</a></p> <p>Apart from this pre-proposal conference, no other in-person meeting will be allowed by the client in relation to this procurement process.</p>
2.4	<b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>N/A</u></b>
4.1	<i>N/A</i>
6.3.1	<b>A list of debarred firms and individuals is available at the World Bank's external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></b>

### B. Preparation of Proposals

9.1	<p>This RFP has been issued in the <u>English</u> language.</p> <p>Proposals shall be submitted in <u>English</u> language.</p> <p>All correspondence exchange shall be in <u>English</u> language.</p>
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10.1	<p><b>The proposal shall be submitted through both, electronic and physical mode, comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1 Technical Proposal Submission Form</li> <li>(3) TECH-2 Consultant's Organization and Experience</li> <li>(4) TECH-3 Comments and Suggestions on the Terms of Reference, Counterpart Staff and Facilities to be provided by the Client</li> <li>(5) TECH-4 Description of the Approach, Methodology, and Work Plan in Responding to the Terms of Reference</li> <li>(6) TECH-5 Work Schedule and Planning for Deliverables</li> <li>(7) TECH-6 Team Composition, Key Experts Inputs</li> <li>(8) TECH-7 Code of Conduct: The Consultant shall submit its Code of Conduct that will apply to the Experts. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</li> <li>(9) TECH-8 SEA and SH Declaration</li> <li>(10) TECH-9 Statement of Integrity</li> </ol> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal :</b></p> <ol style="list-style-type: none"> <li>(1) FIN-1 Financial proposal submission form</li> <li>(2) FIN-2 Summary of costs</li> <li>(3) FIN-3 Breakdown of remuneration</li> <li>(4) FIN-4 Breakdown of reimbursable expenses</li> <li>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</li> </ol> <p><b>3<sup>rd</sup> Inner Envelope with the Financial Proposal , whereable applicable :</b></p> <ol style="list-style-type: none"> <li>1) Non-refundable RFP fee of ₹5000 (Rupees Five Thousand only) must be deposited before the last date of submission of RFP</li> <li>2) Refundable Earnest Money Deposit (EMD) in the shape of FDR/Bank guarantee amounting to ₹32,62,000 (Rupees Thirty-Two Lakh Sixty-Two Thousand only) (Separate Envelope) must be deposited before the last date of submission of RFP ,</li> <li>3) Refundable performance security deposit of ₹1,14,17,000 (Rupees One Crore Fourteen Lakh Seventeen Thousand only) at the time of signing the contract.</li> </ol> <p><i>Note:</i></p> <ul style="list-style-type: none"> <li>• Proposals submitted without RFP fee and EMD will be considered <b>incomplete and rejected</b></li> <li>• <i>Table of Content and page number on each page is mandatory.</i></li> </ul>
10.2	<p><b>Statement of Undertaking is required</b></p> <p>Yes <input checked="" type="checkbox"/> _____, or No _____</p>

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11.1	<b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b> Yes _____ or No <input checked="" type="checkbox"/> _____
12.1	<b>Proposals shall be valid until for at least 120 calendar days from the last date of submission of proposals.</b>
12.4	N/A
13.1	<b>Clarifications may be requested no later than [15] days prior to the submission deadline.</b> The contact information for requesting clarifications is: _____ _____ Facsimile: _____ E-mail: _____
14.1.1	N/A
14.1.2	<b>Estimated input of Key Experts' time-input: <u>177</u> person-months.</b>
14.1.3	<b>The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of <u>177</u> person-months.</b> <b>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</b> <b>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</b>
14.1.4 and 27.2	N/A
15.2	<b>The format of the Technical Proposal to be submitted is:</b> FTP <b>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</b>

16.1	The reimbursable costs shall include all the relevant costs for travel, boarding, lodging (if required), office expenses and any other relevant cost.
16.2	N/A
16.3	<p><b>“Information on the Consultant’s tax obligations in the Client’s country can be found from the Ministry of Finance, Government of India website <a href="http://finmin.gov.in">http://finmin.gov.in</a></b></p> <p>Consultants and their Sub-consultants and Experts are responsible for payment of all taxes as applicable in India.</p> <p>The Client will however reimburse the following indirect taxes / duties -</p> <p>Goods &amp; Services Tax (GST) payable on the contract value by the consultant, as per Applicable Law in India.</p> <p>The above only are to be shown separately in the financial proposal.</p> <p>Statutory deductions of taxes at source (TDS) shall be made as applicable.</p>
16.4	<b>The Financial Proposal shall be stated in the following currencies: Indian Rupees</b>
<b>C. Submission, Opening and Evaluation</b>	
17.1	<p><b>The Consultants shall submit their Proposals electronically.</b></p> <p><b><i>The electronic submission procedures shall be as follows:</i></b></p> <p>The Consultants shall submit their Proposals (both Technical and Financial) electronically on the e-procurement portal specified in ITC 1(m), following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website:</p> <p>(a) To participate in the e-tendering process, it is mandatory for the consultants to have enrolment/registration in the website, and valid Class <i>as required for the e-procurement system, usually Class II/III (DSC with signing + Encryption</i> Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, obtained from any of the licensed Certifying Agency authorized by the Government of India. Consultants can see the list of licensed CAs from the link <a href="http://www.cca.gov.in">www.cca.gov.in</a>.</p> <p>(b) The consultant should register in the website using the relevant option</p>

	<p>available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token &amp; the user id/ password chosen during registration.</p> <p>(c) The size of individual files containing the documents comprising the Proposal(s) shall not exceed 10 MB and there is no limit on the number of files to be uploaded.</p> <p><i>[Note for Consultants: For online submission of proposals, the Consultants shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the Consultants and filled up. The filled-up pages shall then be digitally signed, scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents</i></p>
17.4	N/A
17.7 and 17.9	<p><b>The Proposals must be submitted on the e-procurement portal no later than:</b></p> <p><b>Date:</b> ___ 24th /July/2025</p> <p><b>Time:</b> 12:00 Noon</p>
19.1	<p><b>An online option of the opening of the Technical Proposals is offered: Yes</b></p> <p><b>The procedure for online opening of technical proposals shall be:</b> Technical proposal will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated below.</p> <p><b>Date:</b> 24<sup>th</sup> July 2025.</p> <p><b>Time:</b> &lt; 2:00 PM &gt;</p> <p><b>The opening shall take place online at:</b>  <a href="https://meet.google.com/xhv-nhas-rny">https://meet.google.com/xhv-nhas-rny</a>          Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at: &lt; HP Secretariat Shimla 171002 &gt;</p> <p>[In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day.]</p>

19.2	N/A																																						
21.1 (for FTP)	<p>The lead firm shall be responsible for all the deliverables and other contractual obligations.</p> <p>The Technical Proposals of the shortlisted Consulting Firms/Consortiums, shall be evaluated using the scoring scheme contained below -</p> <p><b>Evaluation Criteria:</b></p> <table border="1" data-bbox="371 701 1367 1906"> <thead> <tr> <th data-bbox="371 701 946 779">Criteria</th> <th data-bbox="954 701 1106 779">Maximum Score</th> <th data-bbox="1114 701 1367 779">Supporting evidence</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="371 779 1367 813"><b>Consultant Organization/ Consortium</b></td> </tr> <tr> <td data-bbox="371 813 946 1104">1. Prior experience in delivering assignments of similar nature <ul style="list-style-type: none"> <li>• Each Assignment - 4 points (up to maximum of 4 Assignments)</li> <li>• Additional 1 point for the Assignment if it is funded by international funding agencies (such as AFD, ADB, World Bank)</li> </ul> </td> <td data-bbox="954 813 1106 1104">20</td> <td data-bbox="1114 813 1367 1104">Client Completion Certificates, Work Orders</td> </tr> <tr> <td data-bbox="371 1104 946 1294">2. Prior experience of working with Himachal Pradesh government departments <ul style="list-style-type: none"> <li>• Each Assignment - 3 points (up to maximum of 2 assignments)</li> </ul> </td> <td data-bbox="954 1104 1106 1294">6</td> <td data-bbox="1114 1104 1367 1294">Client Completion Certificates, Work Orders</td> </tr> <tr> <td colspan="3" data-bbox="371 1294 1367 1328"><b>Key Experts proposed (*)</b></td> </tr> <tr> <td data-bbox="371 1328 946 1373">3. Team Leader</td> <td data-bbox="954 1328 1106 1373">15</td> <td data-bbox="1114 1328 1367 1373">CV</td> </tr> <tr> <td data-bbox="371 1373 946 1417">4. Financial Management Specialist</td> <td data-bbox="954 1373 1106 1417">8</td> <td data-bbox="1114 1373 1367 1417">CV</td> </tr> <tr> <td data-bbox="371 1417 946 1485">5. Procurement &amp; Contract Management Specialist</td> <td data-bbox="954 1417 1106 1485">8</td> <td data-bbox="1114 1417 1367 1485">CV</td> </tr> <tr> <td data-bbox="371 1485 946 1529">6. ES&amp;CC Specialist</td> <td data-bbox="954 1485 1106 1529">8</td> <td data-bbox="1114 1485 1367 1529">CV</td> </tr> <tr> <td colspan="3" data-bbox="371 1529 1367 1563"><b>Approach and Methodology</b></td> </tr> <tr> <td data-bbox="371 1563 946 1865">7. Proposed Approach, Methodology, and Work Plan  <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></td> <td data-bbox="954 1563 1106 1865">35</td> <td data-bbox="1114 1563 1367 1865">-</td> </tr> <tr> <td data-bbox="371 1865 946 1906" style="text-align: right;"><b>Total</b></td> <td data-bbox="954 1865 1106 1906"><b>100</b></td> <td data-bbox="1114 1865 1367 1906"></td> </tr> </tbody> </table>			Criteria	Maximum Score	Supporting evidence	<b>Consultant Organization/ Consortium</b>			1. Prior experience in delivering assignments of similar nature <ul style="list-style-type: none"> <li>• Each Assignment - 4 points (up to maximum of 4 Assignments)</li> <li>• Additional 1 point for the Assignment if it is funded by international funding agencies (such as AFD, ADB, World Bank)</li> </ul>	20	Client Completion Certificates, Work Orders	2. Prior experience of working with Himachal Pradesh government departments <ul style="list-style-type: none"> <li>• Each Assignment - 3 points (up to maximum of 2 assignments)</li> </ul>	6	Client Completion Certificates, Work Orders	<b>Key Experts proposed (*)</b>			3. Team Leader	15	CV	4. Financial Management Specialist	8	CV	5. Procurement & Contract Management Specialist	8	CV	6. ES&CC Specialist	8	CV	<b>Approach and Methodology</b>			7. Proposed Approach, Methodology, and Work Plan  <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>	35	-	<b>Total</b>	<b>100</b>	
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<b>Total</b>	<b>100</b>																																						

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	<p><b>(*) Rating of Key experts proposed</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> <ol style="list-style-type: none"> <li>1) General qualifications (general education, training, and experience): <u>10 %</u></li> <li>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : <u>80%</u></li> <li>3) Relevant experience in the region (knowledge of local culture or administrative system, government organization, etc : <u>10 %</u></li> </ol> <p>Total weight: 100%</p> <p>The minimum qualifying technical score shall be 70.</p> <p>The Client may conduct an interview with the Team Leader during the evaluation of the Technical Proposals ["videoconference" or "telephone" or "other"]. Questions and answers will be recorded in the Proposal Evaluation Report.</p>
21.1	N/A
	<b>Public Opening of Financial Proposals</b>
23.4	<p><b>An online option of the opening of the Financial Proposals is offered: Yes</b>  <input checked="" type="checkbox"/></p> <p>The Financial Proposals shall be publicly opened online by evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. However, Consultant's attendance at the opening of the Financial Proposals (in person, or online) is optional.</p> <p>At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud and recorded online simultaneously. The Financial Proposals shall be then opened, and the total prices read aloud and recorded online simultaneously. The records/proceedings of the opening shall remain on the e-procurement HPSDMA portal for the information of all Consultants who submitted Proposals.</p> <p>In the event of the specified date of proposal opening being declared a holiday for the Client, the financial proposals will be opened at the appointed time and location on the next working day.</p>
23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p>

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	Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST, sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	N/A
27.1 (QCBS only)	<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><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Bank]</i></p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p>T = <u>80</u> [Insert weight], and</p> <p>P = <u>20</u> [Insert weight]</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
	<b>D. Negotiations and Award</b>
28.1	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Date:</b> 30/ July /2025 at 11:AM onwards</p>

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	<b>Address:</b> _Room No 301, Yojna Bhawan, HP Secretariat Shimla 171002 _____
<b>34.2</b>	<b>Expected date for the commencement of the Services:</b> <b>Date:</b> _1 August 2025 at: <u>Himachal Pradesh</u>
<b>35.1</b>	<p>The procedures to be followed in order to lodge a complaint relating to the award procedure for this contract are those specified under the applicable Law.</p> <p>“If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p><b>For the attention:</b> [<i>Sh. Nishant Thakur</i>] <b>Title/position:</b> [<i>Program Director-HPDRRP</i>] <b>Client:</b> The Himachal Pradesh State Disaster Management Authority (HPSDMA) <b>Email address:</b> [<i>sdma-hp@nic.in</i>]</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. the terms of this Request for Proposal;</li><li>2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and</li><li>3. the Client’s decision to award the contract.</li></ol>

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### Section 3. Technical Proposal – Standard Forms

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

#### CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	Page Limit
TECH-1	Technical Proposal Submission Form.	1
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	2
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, a power of attorney for the representative of the lead member, executed by all JV members.	4
TECH-2	Consultant's Organization and Experience.	10
TECH-2A	A. Consultant's Organization	4
TECH-2B	B. Consultant's Experience	6
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	2
TECH-3A	A. On the Terms of Reference	1
TECH-3B	B. On the Counterpart Staff and Facilities	1
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	5
TECH-5	Work Schedule and Planning for Deliverables	2
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	15
TECH-7	Code of Conduct	1
TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	1
TECH-9	Statement of Integrity, Eligibility and Environmental and Social Responsibility	1

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

{Location, Date}

To:

The Program Director, HPDRR Program  
[Room No 104, Yojana Bhavan,  
HP Secretariat, Shimla 02

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Hiring of Consulting firm for Program Management Unit (PMU) for the Himachal Pradesh Disaster Risk Reduction and Preparedness Program** in accordance with your Request for Proposals (RFP) dated [Insert Date] and our Proposal. "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal as per e-procurement guideline prescribed in ITC 17.1

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

{OR

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

We hereby declare that:

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

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- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):**  
*[select the appropriate option from (i) to (iii) below and delete the others].*
- We *[where JV, insert: "including any of our JV members"]*, and any of our sub-consultants:
- (i) [Have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  - (ii) [Are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  - (iii) [Had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
- (g) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (h) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet. We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

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

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

**A - Consultant's Organization**

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

**B - Consultant's Experience**

1. List only previous similar assignments successfully completed in the last 7 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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

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

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

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}

*[Faint grid lines and bleed-through from the reverse side of the page are visible in this section.]*

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

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

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

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

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks, (including on addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risks and, as required in the TOR, on managing cyber security risks related to the proposed consulting services contract 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.}

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**FORM TECH-5 (FOR FTP)**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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

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

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### FORM TECH-6 (FOR FTP)



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

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

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

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

 Full time input  
 Part time input

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**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

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

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

Membership in Professional Associations and Publications:

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, and/or sanctions by the Bank.

{day/month/year}

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

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Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date
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## FORM TECH-7 (FOR FTP)

### CODE OF CONDUCT FOR EXPERTS FORM

**Note to the Consultant:**

The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

### CODE OF CONDUCT FOR EXPERTS

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace for carrying the Services is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

#### REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
5. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but

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not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

6. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

### RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of person assigned by the Consultant to handle such matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

### CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

#### FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of the contact person(s) assigned by the Consultant*] requesting an explanation.

Name of Expert: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Consultant:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

A handwritten signature in blue ink, consisting of a stylized 'W' followed by a vertical line and a small loop at the top.

**FORM TECH-8 (FOR FTP)  
SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH)  
PERFORMANCE DECLARATION**

*[The following table shall be filled in for the Consultant, each member of a Joint Venture and each subconsultant proposed by the Consultant]*

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subconsultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: <input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations <input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations <input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>

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**FORM TECH-9 -  
STATEMENT OF INTEGRITY, ELIGIBILITY, AND ENVIRONMENTAL AND  
SOCIAL RESPONSIBILITY**

Reference name of the Bid/Proposal/Contract signed<sup>1</sup> \_\_\_\_\_ (the “Contract”)  
To: \_\_\_\_\_ (the “Contracting Authority”)

1. We recognize and accept that Agence Française de Développement (“AFD”) only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services, or non-consulting services.
2. We hereby certify that neither we, nor any person acting on our behalf,<sup>2</sup> nor any of the members of our joint venture, nor any of our subcontractors, are in any of the following situations:
  - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, or being in any analogous situation arising from any similar procedure;
  - 2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution<sup>3</sup> having notably an extinctive effect on public action, either (i) in the country where we are constituted, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution, or (v) pronounced by a competent authority in France, for:
    - a) Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);
    - b) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;

<sup>1</sup> In the case of a Contract already signed to be refinanced.

<sup>2</sup> Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not).

<sup>3</sup> Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings.

- c) Having created an entity in a different jurisdiction (i) with the the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or (ii) for being an entity created with the intention of avoiding such obligations;
- 2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
- 2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010<sup>4</sup> (in the event of such ineligibility, we may attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);
- 2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;
- 2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.
3. We hereby certify that neither we, nor any party acting on our behalf<sup>5</sup>, nor any members of our joint venture, , , nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:
- Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **individual sanctions measures** adopted by the United Nations, the European Union and/or France;
  - Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **sectoral sanctions measures** adopted by the United Nations, the European Union and/or France;
  - Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
4. We hereby certify that neither we, nor any party acting on our behalf,<sup>2</sup> nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been (*in the case of refinancing for a Contract already awarded*)] in any of the following situations of conflict of interest:

<sup>4</sup> World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development.

<sup>5</sup> Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not).

- 4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
  - 4.2 Having business or family relations with a member of the Contracting Authority's services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;
  - 4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;
  - 4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;
  - 4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;
  - 4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.
5. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
  6. In the context of the procurement and performance of the Contract:
    - 6.1 Neither we, nor any party acting on our behalf,<sup>2</sup> nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled "AFD Group's Policy to Prevent and Combat Prohibited Practices" available on AFD's Website.<sup>6</sup>
    - 6.2 Neither we, nor or any party acting on our behalf,<sup>2</sup> nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or

<sup>6</sup> For informational purposes, this policy can be accessed via the following link: <https://www.afd.fr/en/combating-corruption>.

provided (*in the case of refinancing for a Contract already awarded*)] in sectors subject to an embargo by the United Nations, the European Union or France.

7. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,<sup>2</sup> any members of our joint venture, and any of our subcontractors undertake to:
- 7.1 Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
  - 7.2 Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
  - 7.3 Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
  - 7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
  - 7.5 Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.
8. We, any party acting on our behalf,<sup>2</sup> the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.
9. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent)(\*):

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Name of beneficiary	Contact details	Purpose	Amount (indicate the currency)
-	-	-	-
-	-	-	-
-	-	-	-

(\*): If no amount has been paid or is to be paid, indicate "None".

10. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

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

Duly empowered to sign in the name and on behalf of:<sup>7</sup> \_\_\_\_\_

Signature: \_\_\_\_\_

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

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<sup>7</sup> In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant.

## Section 4. Financial Proposal - Standard Forms

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

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

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

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

{Location, Date}

To:

The Program Director, HPDRR Program Room No 104, Yojana Bhavan HP Secretariat 171002, Shimla

Dear Sir:

We, the undersigned, offer to provide the consulting services for : Hiring of Consulting firm for Program Management Unit (PMU) for the Himachal Pradesh Disaster Risk Reduction and Preparedness Program [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 Indian Rupees {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet. The estimated amount of local indirect taxes is Indian 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 valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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

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

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

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**FORM FIN-2 SUMMARY OF COSTS**

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

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



## Financial Negotiations - Breakdown of Remuneration Rates

### 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.

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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 headquarters' 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 the monthly 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.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

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### Sample Form

Consultant:  
Assignment:

Country:  
Date:

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

We hereby confirm that:

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

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

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

\_\_\_\_\_  
Date

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

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



**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 Country									

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

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

**FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES**

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

Nº	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}			
	{e.g., International flights}	{Ticket}			
	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{ e.g., reproduction of reports}				
	{e.g., Office rent}				
	.....				
	{Training of the Client's personnel – if required in TOR}				
Total Costs					

Legend:

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

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## Section 5. AFD's Eligibility Criteria

### Eligibility in AFD-Financed Procurement

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1<sup>st</sup> January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. A Person<sup>1</sup> may not be awarded an AFD-financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors<sup>2</sup>, employees or agents (be it declared or not):
  - 2.1 Is bankrupt, being wound up or ceasing its activities, is having its activities administered by the courts, has entered into receivership, or is in any analogous situation arising from any similar procedure;
  - 2.2 Has, within the past five years, been subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution<sup>3</sup> having notably an extinctive effect on public action, either (i) in the country of constitution of the Person, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution or (v) pronounced by a competent authority in France, for:
    - a) Prohibited Practices<sup>4</sup>, or any other offence committed in the context of the procurement or performance of a Contract, subject to additional information, such as a compliance program, that such Person (or, respectively, their subcontractor, Director, employee or agent) may consider useful to provide in the context of the Statement of Integrity, that would give grounds to consider that this sanction, conviction or other resolution is not relevant in the context of the present Contract;
    - b) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
    - c) Having created an entity in a different jurisdiction with the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction where it has its registered office, its central administration or its

<sup>1</sup> Means any natural or legal person, as well as any association or group of several such persons

<sup>2</sup> Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity.

<sup>3</sup> Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Admission of Guilt (CRPC), a negotiated resolution agreement, or any other similar form of transaction ending the proceedings.

<sup>4</sup> As defined in Section VI – AFD Policy – Prohibited Practices – environmental and social responsibility

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principal place of business, or for being an entity created with the intention of avoiding such obligations;

- 2.3 Has been subject to a termination fully settled against it within the past five years due to a significant or persistent breach of its contractual obligations during the performance of a Contract, unless (i) such termination was challenged and (ii) dispute resolution is still pending or has not confirmed a full settlement against it.;
  - 2.4 Has been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010.<sup>5</sup> In the event of such ineligibility, the Person may attach additional information to the Statement of Integrity that would give grounds to consider that this ineligibility is not relevant in the context of this Contract;
  - 2.5 Has not fulfilled their obligations relating to the payment of their taxes or social contributions, in accordance with the legal provisions of their country of incorporation, or those of the country of the Contracting Authority;
  - 2.6 Has produced falsified documents or has been guilty of misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.
3. In addition, a Person may not be awarded an AFD-financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors, employees, agents (be it declared or not), direct or indirect shareholders, or subsidiaries, acting with its knowledge or consent:
- 3.1 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to individual sanctions measures adopted by the United Nations, the European Union and/or France;
  - 3.2 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to sectoral sanctions measures adopted by the United Nations, the European Union and/or France;
  - 3.3 Is ineligible for the implementation of the Project by way of any other international sanctions measures pronounced by the United Nations, the European Union or France.
4. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD's satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

<sup>5</sup> World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank and European Bank for Reconstruction and Development.

## Section 6. AFD's Policy to Prevent and Combat Prohibited Practices

(This Section 6, AFD's Policy to prevent and Combat Prohibited Practices shall not be modified)

### 1. Prohibited Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants shall respect the highest ethical principles during the procurement and performance of Contracts. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

For the purpose of this provision, AFD introduces the concept of Prohibited Practices, referring to acts as defined in the "General Policy to Prevent and Combat Prohibited Practices"<sup>6</sup> available on the AFD website and in the document titled "Procurement Guidelines for AFD-Financed Contracts in Foreign Countries"<sup>7</sup>.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that they have not engaged, nor will they engage, in any Prohibited Practices during the procurement and execution of the Contract.

A Person<sup>8</sup> or any of its subcontractors, Directors<sup>9</sup>, employees or agents (be it declared or not), may not be awarded an AFD-financed Contract if on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it has engaged in a Prohibited Practice, directly or by means of an agent (be it declared or not), for the purpose of being awarded this Contract.

Moreover, AFD requires including in the procurement documents and AFD-financed contracts a provision requiring that applicants, bidders, suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to investigate, including the inspection of their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

For the purpose of detecting and effectively combating Prohibited Practices, AFD has established a whistleblowing mechanism open to third parties: anyone can thereby directly report an allegation of a Prohibited Practice to AFD's Investigations Function, either:

- By e-mail, to the address [investigationsGroupeAFD@tutanota.com](mailto:investigationsGroupeAFD@tutanota.com), or
- By sending a letter to AFD's Compliance Department, 5 rue Roland Barthes, 75012 Paris.

For more information, this Policy is available on the following link : <https://www.afd.fr/en/combating-corruption>

For more information, the Procurement Guidelines are available on the following link : <https://www.afd.fr/en/bid-invitations-and-procurement>

<sup>8</sup> Means any natural or legal person, as well as any association or group of several such persons.

<sup>9</sup> Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity.

**2. Environmental, Social, Health and Safety (ESHS) Responsibility, and Security**

In order to promote sustainable development, AFD seeks to ensure that internationally recognized ESHS standards are complied with in the Contracts it finances. Consequently, the applicants, bidders, consultants and their subcontractors shall undertake, by signing the Statement of Integrity, to:

- a) Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities; in accordance with the laws and regulations applicable in the country of performance of the Contract.
- b) Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
- c) Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
- d) Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
- e) Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

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## Section 7. Terms of Reference

### HIMACHAL PRADESH DISASTER RISK REDUCTION AND PREPAREDNESS (HP DRRP) PROGRAM

#### Hiring of consulting firm for Program Management Unit (PMU)

Reference Number: Rev (DMC) (F)11-50/2023-DRRP (AFD-III) (PMU-AFD)

#### I. Background

1. The Himachal Pradesh Disaster Risk Reduction and Preparedness (HP DRRP) Program, hereinafter referred to as the "Program," is a Euro 100.2 million (INR 891.8 crores) program of the Government of Himachal Pradesh (GoHP), supported by the Agence Française de Développement (AFD), also known as the French Development Agency. The primary goal of the Program is to strengthen disaster and climate resilience among State systems and local communities in Himachal Pradesh. The Program's overarching objective is to transition towards a comprehensive disaster and climate risk reduction framework through resilient infrastructure and strengthened governance.
2. The Program is expected to commence in April 2025 and run for five years. AFD is providing financial support of Euro 81.9 million under its Program Budget Support (PBS) instrument. Initially, program expenditure will be funded through the GoHP budget, with subsequent reimbursement by AFD upon submission of claims by GoHP. The PBS includes a results-based financing track (RBF), with financing of up to Euro 15 million. Under this track, disbursements from AFD shall be contingent upon the achievement of pre-agreed results, evidenced by the achievement of related disbursement-linked indicators (DLIs). Furthermore, the Program incorporates a Contingent Early Response (CER) Component, with an outlay of up to 10% of the total Program expenditure, earmarked for addressing unforeseen emergency expenditure resulting from disasters. A designated portion of the Program's total budget is allocated to cover Program management expenses.

#### Program Structure

3. The HP DRRP Program is designed to align with, and advance, the principles and objectives outlined in:
  - i. the Himachal Pradesh State Policy on Disaster Management, 2011, and the State Disaster Management Plan, 2017 (revised in 2020);
  - ii. the Himachal Pradesh State Action Plan on Climate Change 2021-2030; and
  - iii. the Sendai Framework for Disaster Risk Reduction 2015-2030.
4. The Program includes twenty projects organized under three core components:

- **Component 1 – Enhancing Disaster Risk Governance:** This component aims to strengthen institutional capacities, risk understanding and knowledge management.
  - **Component 2 – Strengthening Disaster Preparedness:** This component focuses on the effective implementation of Early Warning Systems (EWS) and emergency response capacities.
  - **Component 3 – Promoting Mitigation Measures:** This component supports the deployment of mitigation measures, including eco-DRR strategies and Nature-based Solutions (NbS) to mitigate disaster risks effectively.
5. Under Component 1 of the Program, the Results-Based Financing Sub-component is dedicated to facilitating a set of studies, policy initiatives, and the deployment of technological solutions.
  6. A foundational principle across all Program interventions is the integration of crosscutting themes such as institutional strengthening, capacity building, climate resilience, and gender mainstreaming.

### **Program Implementation**

7. The Program envisions a decentralized implementation framework and a distributed monitoring system. The Himachal Pradesh State Disaster Management Authority (HPSDMA), operating through the Disaster Management Cell (DMC) at Department of Revenue and 12 District Disaster Management Authorities (DDMAs), will be the nodal agency for the Program. Additionally, eight state government departments and one central government institutions are designated as Implementing Agencies (IAs) for the Program, as detailed. The Program will be implemented using GoHP's systems for program administration and financial management.
8. Program implementation arrangements will be detailed in the Program Operations Manual. Environment and Social aspects are discussed in the Program Environment and Social Management Framework (ESMF). The Program will be managed using a Program Management System – an IT solution that will be implemented by HPSDMA.

## **II. Context**

9. Within the DMC, a Program Management Unit (PMU) will be established to oversee the execution of HP DRRP Program, including the physical progress and completion of projects/activities, as well as financial aspects of the Program. The PMU will be responsible for coordinating with the Project Steering Committee (PSC) and the Project Execution committee (PEC); IAs; Planning and Finance Departments, C&AG-the program Auditor, AFD, and external agencies like the Independent Verification Agency (IVA) for verifying achievements under the RBF sub-component, along with the Program Management and Design Consultant (PMDC).

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A two-tier implementation structure is envisaged for the program, with a State-level Departmental Nodal Officer (SDNO) within each IA (i.e., government department or institution) and dedicated offices within each department/institution at district or division or sub-division levels, which will function as Project Implementation Units (PIUs). At the district level, DDMA's will serve as extensions of the HPSDMA/PMU for overseeing program execution.

10. The HPSDMA seeks professional services for constituting a PMU to facilitate the approval of detailed engineering design, drawings, cost estimates, bidding documents, environmental and social safeguards, contract management, and program financial management. The PMU will provide project management and institutional support for these areas over the program duration of 60 months. HPSDMA plans to hire a Consulting firm to operate as the PMU for the Program.

### III. Objectives of the Consultancy

11. The objective of this consultancy is to procure and engage a Consulting firm with specialized technical and program management skills, thereby bolstering HPSDMA's internal management and program coordination capacities to ensure the achievement of desired outcomes by the Program's completion.

### IV. Scope of Work

12. The PMU's experts will focus on coordinating program management activities across GoHP departments and facilitating coordination between the Nodal Agency and Department of Economic Affairs, Ministry of Finance, Government of India (DEA) and the AFD. They will oversee and monitor the Program implementation status, conduct financial due diligence of the Program, and produce Program management reports for various government tiers.
13. The PMU's responsibilities will include, but are not be limited to, the following:

#### **Program Procurement Support**

- i. Assisting HPSDMA and the various implementing agencies of the program in procuring consultancy services, technology, goods and equipment, works or software, as required for the Program (Refer Annex 1 for procurement responsibility distribution).
- ii. Embedding E&S conditionalities into the Bid documents, preparation and approval by AFD and public disclosure.

#### **Program Implementation Support**

- i. Developing an action plan to achieve outcomes in consultation with PMDC.
- ii. Enhancing the institutional capacity of HPSDMA and DDMA's to address the risks posed by an increasing number of disasters.

- iii. Initiating the establishment of the Himalayan Centre for Disaster Risk Reduction.
- iv. Strengthening knowledge products and knowledge producing capacities at different institutional level, related to climate change and promoting their use across departments. Incorporating gender mainstreaming into disaster management frameworks.
- v. Improving the disaster responsiveness of State PFM system.
- vi. Establishing EWS and forecasting methods for various types of disasters.
- vii. Reviewing the design of disaster-responsive infrastructure.
- viii. Advocating for nature-based solutions for disaster management.
- ix. Helping HPSDMA to strengthen the State Disaster Response Force (SDRF).
  - x. Ensure environmental, social (E&S) and gender safeguards are followed.
  - xi. Implement regular training /sensitization of Consultant staff/Project workers/ service providers for awareness of risks and impact mitigation for themselves including the host communities.

#### **Program Management & Monitoring Support**

- i. Facilitating program management and inter-departmental coordination to create disaster risk responsive and hazard-resistant infrastructure.
- ii. Increasing capabilities of HPSDMA and DDMA staff by organizing trainings and awareness programs.
- iii. Reviewing the quality assurance and control plans related to the Program in consultation with PMDC.
- iv. Facilitating communication between HPSDMA and the PSC and PEC.
- v. Ensuring complete and accurate capture of Program physical and financial information on the Program Management System (PMS) application<sup>1</sup>.
- vi. Maintaining the website for tracking and documentation of program activities.
- vii. Approving monthly and quarterly progress reports prepared by PMDC.
- viii. Maintaining proper documentation of the PMU activities and other related documents with the help of PMDC.
- ix. Preparation of the final project completion report (PCR)

#### **Program Financial Management Support**

- i. Coordinating annual program budget preparation and liaising with the Finance Department for obtaining approvals.
- ii. Monitoring the Program Expenditure Framework and the annual Program budget and reporting on variances to the HPSDMA. Undertaking revisions, as necessary, in consultations with HPSDMA.
- iii. Periodically monitoring deposit works undertaken under the Program and reporting on long pending works/advances.

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<sup>1</sup> Proposed to be implemented under the Program.

- iv. Verifying Program expenditure bills/vouchers with supporting documents (for expenditure undertaken by the HPSDMA) and advising HPSDMA on payment of the same including that of PMDC.
  - v. Ensuring maintenance of necessary records with regard to Program receipts and expenditure and undertaking regular reconciliations, as may be necessary to ensure their accuracy.
  - vi. Monitoring regularity and accuracy of utilization certificates and other Program financial reports received from Implementing Agencies.
  - vii. Finalizing half-yearly disbursement claims and liaising with the GoHP Finance Department, DEA, and AFD for claim submission and disbursement. Follow up on actions on undisbursed amounts, if any, and including the same in subsequent disbursement claims.
  - viii. Verifying and finalizing periodic Program financial reports for submission to higher authorities and AFD.
  - ix. Finalizing Annual Program Financial Statements.
  - x. Coordinating for completion of Program audits and compliance with audit queries.
  - xi. Advising the HPSDMA/GoHP officials and Implementing Agencies on all matters related to Program financial management including compliance with loan covenants.
  - xii. Undertaking periodic training to HPSDMA and Implementing Agency officials on Program financial management matters.
14. The PMU will also be responsible for monitoring activities under the RBF sub-component of Component 1 and coordinating with departments involved in executing it. Verification of results achievement will be the responsibility of an Independent Verification Agency- an institution or consultant hired under the Program. The PMU will be responsible for initiating the DLI verification cycle and coordinating with the IVA. The PMU will also review the IVA Reports and advise HPSDMA on acceptance of the reports.

## V. Deliverables, Timelines and Payment Terms

No.	Deliverables to be managed by the PMU*	Timeline (months from commencement)	Payment Terms
1	Construction of state level EOC & 6 district level EOCs and any other locations subject to the availability of funds	36	Contract will be on Lump-sum payment based on Man-days;
2	Completion of 5 <sup>th</sup> Assessment Report (AR5)	36	
3	Preparation of Awareness material (Audio + Video)	36	
4	Establishment of the Himalayan Center for Disaster Risk Reduction (HCDRR)	60	

No.	Deliverables to be managed by the PMU*	Timeline (months from commencement)	Payment Terms
5.	Establishment of various types of EWS supported by GIS based DSS.	60	Payment will be on Monthly basis based on timesheet and the associated deliverables/reports ; Associated reimbursable will be paid on monthly basis
6.	Establishment of weather information based crop/livestock management strategies and operation	60	
7.	Construction of five new fire station cum demonstration centres along with purchase of Fire Fighting / Hazardous material (HAZMAT) emergency vehicles with equipment for three existing fire stations.	60	
8.	Establishment of Fire and Emergency Response cum Training Centres in unserved locations in the state OR any other locations subject to the availability of funds..	60	
9.	Establish campuses for SDRF along with procurement of necessary equipment at the identified location in Kangra and any other locations subject to the availability of funds.	60	
10.	Establishment of helipads for emergency response.	60	
11.	Improvement of existing five training centres for civil defence. Civic volunteers (targeted at 1% of the population of the State by the end of the Program period) would be trained at these centres in response to natural disasters.	60	
12.	Various slope stabilization and landslide mitigation measures involving bio-engineering and structural interventions will be implemented through inclusion of local community and women	60	
13.	Strengthening forest nurseries and bioengineering field works including geotextile application, and restoration of riparian and stream bank ecosystem through Inclusion of women.	60	
14.	Creating Climate Change & earthquake resistant Technology Demonstration Units (TDUs) at existing engineering institutes	60	
15.	Seismic retrofit strategies for 40 school and hospital buildings	60	
16.	Achievement of five result based outcomes.	60	

\*The various components, activities, intermediate results and outputs conceived under the Program are presented in Annex 2.

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## VI. Acceptance of Deliverables

15. The PSC and PEC will be the decision-making bodies on the top of PMU as per the Project governance structure. The Program Director, who is responsible for the Program, approves the recommendations suggested by PMU and PMDC regarding the project deliverables. The Program Director, reviews/approves the monthly report submitted by PMU Staff, within 2 weeks from the end of each month, as a condition, to release the monthly payment.

## VII. Key Personnel Requirements

16. The PMU team should consist of the following personnel. Only CVs of Key personnel will be evaluated.

No.	Position	Minimum Qualification	Experience	Person Months
<b>Key Positions</b>				
1	Team Leader	Masters in Civil Engineering/ Environmental Engineering/ Environmental Sciences/ Disaster Management/ Climate Studies	Minimum 15 years' experience in the field of environmental assessment, climate change, disaster management & risk reduction. Prior experience in at least 4 donor funded projects, especially with agencies such as AFD, ADB and World Bank. International experience with similar assignments desired.	60
2	Financial Management Specialist	MBA in Finance M.Com or CA/CMA	Minimum 10 years' experience in public financial management with experience in managing financial management aspects in at least 4 donor funded projects especially with agencies such as AFD, ADB and World Bank.	45
3	Procurement & Contract Management Specialist	Masters in Civil Engineering	Minimum 10 years' experience in contract management and International/National Procurement Guideline and procurement. Work Experience in at least 4 donor funded projects especially with agencies such as AFD, ADB and World Bank.	36
4	Environment & Social Safeguard & Climate	Masters in Environmental Engineering/ Environmental	Minimum 10 years' experience in environmental & social safeguard compliance and climate change impact analysis, of which experience in at least	36

No.	Position	Minimum Qualification	Experience	Person Months
	Change (ES&CC) Specialist	Science/ Environmental Management/ Sociology/ Anthropology/ Social Sciences Social Work and relevant fields	four donor funded projects especially with agencies such as AFD, ADB and World Bank. Work experience in similar geographical and socio-economic set-up, i.e. mountainous with tribal populations, will be preferred.	
<b>Non- Key Positions (Indicative)</b>				
5	Project Officer (MIS)	Post Graduate Diploma in Computer Science or MCA	Minimum 5 years' post qualification experience in Project MIS and dashboard	60
6	Project Assistant	Graduate in Any Discipline	Minimum 3years' post qualification relevant project experience	60
7	Computer Operator	Minimum diploma in Computer Application.	Minimum 2 years' post qualification relevant project experience	60
8	Data Entry Operator	Graduate from any discipline with computer efficiency.	Minimum 1 years' post qualification relevant project experience	60
9	Multi Task Worker	+2 from any discipline	Fresher	60

17. Key experts must remain available throughout the duration of the Consultancy. Should the need arise to replace a key expert, the Consultant is required to provide HPSDMA with at least 30 days' notice. The replacement expert must meet the above eligibility criteria or surpass them and can only be deployed following explicit approval from the HPSDMA.

### VIII. Facilities Provided by the Client

18. HPSDMA shall provide the following facilities to the Consultant.
- i. Access to Program documentation such as the Program Document, Program ESMF, Program Operations Manual and other documents.
  - ii. Working space at HPSDMA or any other place provided by the HPSDMA with connectivity and adequate number of project vehicles for official use with approval of competent authority.

- iii. Conveyance for travel outside of Shimla.
  - iv. Cost towards office operation and communication along with procurement of hardware and software with approval of competent authority.
  - v. Coordination for meetings, awareness building activities and knowledge dissemination workshop.
  - vi. Facilities for organizing training to Program personnel.
19. All the assets received from the competent authority will be required to be returned by the Consultant at the completion of the contract.

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**Annex 2: Components and Activities conceived under this Program<sup>1</sup>**

**Program Goal:**

“Increased disaster and climate resilience among State systems and local communities in Himachal Pradesh.”

**Program Objective:**

“To transition to a holistic disaster and climate risk reduction framework through resilient infrastructure and improved governance.”

**Results Chain:**

Activities	Baseline	Intermediate Results (IR)	IR Indicators	Outcomes	Outcome Indicators (OI)
<b>Result Area/ Component 1: Enhancing disaster risk governance, through improved institutional capacities, risk understanding and knowledge management.</b>					
1.1: Strengthening of HPSDMA & DDMA, State EOC and District EOCs	State EOC has 8 EOC and 4 ERSS <sup>2</sup> staff and each District EOC has 8 people on an average with minimal infrastructure. <sup>3</sup>  Technical and administrative staff strength at HPSDMA is 12 and at each DDMA is 2. <sup>4</sup>	State EOC and District EOCs are strengthened.	IR1: State EOC and District EOCs are staffed and well-equipped	Sustained institutional capacity is built in State EOC, District EOCs, HPSDMA, DDMA, and HCDRR.	OI1: State has created budget provision for continued operation of State and District EOCs, HPSDMA, DDMA, and HCDRR (in last two FYs of the Program)

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<sup>1</sup> Under Finalization  
<sup>2</sup> Emergency Response Support System  
<sup>3</sup> Source: HPSDMA  
<sup>4</sup> ibid

Activities	Baseline	Intermediate Results (IR)	IR Indicators	Outcomes	Outcome Indicators (OI)
1.2: Climate Change Vulnerability Assessment (CCVA) at Village Level for all river basins (hydro-meteorological hazards)	CCVA completed in Sutlej and Beas at AR-4 <sup>5</sup> level. <sup>6</sup>	CCVA completed in all five river basins (Chenab, Ravi, Beas, Sutlej, and Yamuna).	IR2: CCVA reports prepared and accepted		
1.3: Strengthening of knowledge products related to climate change and dissemination. Developing extensive Information Education and Communication (IEC) & awareness material in local vernacular languages	10 booklets developed/updated at various points of time are available on HPSDMA website. <sup>7</sup> There is no structured mechanism for dissemination. Disaster related knowledge management is not institutionalized.	HCDRR is established and operational.	IR3: HCDRR has run at least two batches of certificate courses and has imparted 250 person-days of training by end of the Program		
1.4: Establishing State Institute for Disaster Management					
<b>Results-based Financing (RBF) Sub-component</b>					
1.5: Mainstreaming Climate Change and Disaster Risk Resilience in the State (DLI1)	Policies and guidelines (for instance in flood	Integrated climate action plans and	IR4: Gram Panchayat Development Plan (GPDP) including climate action and	Disaster Management Plans are	OI2: State Disaster Management Plan

<sup>5</sup> 4<sup>th</sup> Assessment Report of the Intergovernmental Panel on Climate Change

<sup>6</sup> *ibid*

<sup>7</sup> Covering snow-avalanche, cold-wave, earthquake, fire, flood, lightning, road-accident, locust-attack, IEC-material on Search-and-Rescue-Operations, and Awareness Material. Source: <https://hpsdma.nic.in/index1.aspx?isid=170&lev=2&lid=165&langid=1>

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Activities	Baseline	Intermediate Results (IR)	IR Indicators	Outcomes	Outcome Indicators (OI)
<p>1.6: Improvements to Disaster Risk Reduction (DRR) Framework in the State (DLU 2)</p>	<p>prevention, landslide mitigation, dam safety) do not fully integrate disaster risk resilience and climate change aspects.</p>	<p>disaster management plans for select sectors are in place.</p>	<p>disaster planning aspects is prepared and approved for Manikaran, Rangway &amp; Palchan Gram Panchayats (DL1Y2)</p> <p>IR5: Divisional and State Forest Fire Management Plans are prepared and approved (DL1Y3)</p> <p>IR6: City Climate Action Plan (CCAP) is prepared and approved for Chamba (DL1Y4)</p>	<p>updated by end of Program period.</p>	<p>updated and approved (DL2Y4)</p>
	<p>The SDMP was last updated in 2020, DDMPs were last updated in 2017. HP Disaster Management and Relief Manual was last updated in 2012. Several climate change and biodiversity management studies have been conducted but there is no repository of findings and recommendation<sup>8</sup>.</p>	<p>Key policy documents related to disaster management are updated.</p>	<p>IR7: Updated HP Disaster Management and Relief Manual notified (DL2Y2)</p> <p>IR8: Knowledge repository for climate change and biodiversity management developed (DL2Y3)</p> <p>IR9: All 12 District Disaster Management Plans updated and approved (DL2Y3)</p>		

<sup>8</sup> Source: HPSDMA

Activities	Baseline	Intermediate Results (IR)	IR Indicators	Outcomes	Outcome Indicators (OI)
1.7: Mainstreaming Gender in Disaster Management (DLI3)	No guidance/policy document on gender inclusivity in disaster management.	Policy document for mainstreaming gender in place and disseminated.	IR10: Diagnostic study on hindrances in mainstreaming gender in disaster management completed and recommendations accepted (DLI3Y1) IR11: Guidelines for mainstreaming gender in disaster management issued (DLI3Y2) IR12: At least 10 workshops held across the State for dissemination of the Guidelines (DLI3Y4)		
1.8: Improving disaster-responsiveness of the State's Public Finance Management (PFM) systems (DLI4)	Key elements of DRR are not integrated into PFM policies and practices.	Key elements of DRR are introduced into the State's PFM architecture.	IR14: DRR-PFM diagnostic study completed, and recommendations accepted (DLI4Y1) IR15: At least two policy-level recommendations of the DRR-PFM diagnostic study implemented (DLI4Y3)	PFM systems are more responsive to disaster management needs of the State.	OI3: Emergency Procurement Guidelines notified (DLI4Y2)
1.9: Implementing technology solutions for effective disaster mitigation and response (DLI5)	Presently, IT solutions are not available for critical disaster management functions (except for water level monitoring by	IT solutions are implemented for critical disaster management functions.	IR16: Functional and Software Requirement Specifications signed off for: - Disaster Management Plans Monitoring System (DMPMS) - Tourist/Pilgrim Management System - Spatially-integrated Hazard		

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Activities	Baseline	Intermediate Results (IR)	IR Indicators	Outcomes	Outcome Indicators (OI)
	Dam Authority and CWC, and Weather forecast by IMD).		Vulnerability and Household Information System (DLI5Y2) IR17: DMPMS implemented (DLI5Y3) IR18: Tourist/Pilgrim Management System implemented (DLI5Y4) IR19: Spatially integrated Hazard Vulnerability and Household Information System implemented (DLI5Y5)		
<b>Result Area/ Component 2: Strengthening disaster preparedness, through effective early warning systems and better emergency response capacities.</b>					
2.1: Developing Early Warning System (EWS) for landslide, flash floods, cloudbursts, Glacial Lake Outburst Flooding (GLOF) and dam safety, Improving networks for flood forecasting & Geographical Information System (GIS)-based Decision Support System	EWS for landslide is being piloted. EWS for flood forecasting and dam safety need improvement. No EWS for GLOFs and earthquakes.	EWS for different types of disasters established.	IR20: GIS based Decision Support System operational	State of disaster preparedness has improved.	OI4: 5-year moving average of annual losses due to landslide, flash floods, and road accidents combined shows a declining trend over the Program period (from INR 1,907 crores for calendar years 2018 to 2022). <sup>9</sup>
2.2: Developing climate/weather related forecast for agriculture and horticulture	743 forest fire lines and zero crew stations are in place. <sup>10</sup>	Forest fire management strengthened.	IR21: Fire cum emergency response stations established and equipped in 5 locations across the state		OI5: State has established or has prepared a blueprint
2.3: Enhancing Implementation of forest fire mitigation measures.					
2.4: Creation of fire stations in unserved location for enhancing fire response with equipment and vehicles and					

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<sup>9</sup> Source: HPSDMA

<sup>10</sup> Ibid

Activities	Baseline	Intermediate Results (IR)	IR Indicators	Outcomes	Outcome Indicators (OI)
strengthening of three existing fire stations for HAZMAT emergencies					and allotted budget for at least two more SDRF Companies (in addition to Kangra)
2.5: Establishing SDRF 1 Company (Kangra)	State does not have a SDRF.	One Company of SDRF is operational.	IR22: SDRF Company established in Kangra with required manpower and equipment		
2.6 Creation of Helipads	Average time to reach unserved locations is 8 to 10 hours. <sup>11</sup>	Helipads constructed and operational.	IR23: Operational clearance obtained for helipads at 31 locations		OI6: Average time to reach unserved locations has decreased by 75%
2.7: Strengthening Training for Disaster Response	Training conducted for a few hundred civil defence personnel. No facility for training civil volunteers.	Training facilities constructed and operational.	IR24: Continuous trainings of Civil Defence volunteers		OI7: 1% of the State's population trained as volunteers for disaster response
<b>Result Area/ Component 3: Supporting mitigation measures, including eco-DRR and nature-based solutions.</b>					
3.1: Landslide mitigation and slope stabilization of vulnerable landslide sites	675 of the landslide prone	Selected landslide-		Mitigation measures	OI8: No instances of further landslide in 5

<sup>11</sup> Ibid

<sup>12</sup> Source: HPSDMA. 15,000 volunteers trained compared to State population of 68.65 lakhs as per 2011 Census

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Activities	Baseline	Intermediate Results (IR)	IR Indicators	Outcomes	Outcome Indicators (OI)
3.2: Developing area-specific bioengineering nurseries	sites are near critical infrastructure and habitations. <sup>13</sup>	prone sites are mitigated by nature-based solutions like bioengineering.	IR25: 11 sites are mitigated for landslides and bioengineering field works initiated	have reduced damage from landslide and earthquake.	of the 11 mitigated sites (in last two years of the Program)
3.3: Creating Climate Change & earthquake resistant Technology Demonstration Units (TDUs) at existing engineering institutes		TDU is established.	IR26: TDUs are operational and are providing training to students, masons, builders etc.		
3.4: Implementing hazard-resistant critical infrastructure		Retrofitting of select buildings completed.	IR27: 40 selected buildings are retrofitted		

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<sup>13</sup> Source: HPSDMA



**PART II**

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

**TIME-BASED FORM OF CONTRACT**

**STANDARD FORM OF CONTRACT**

**Consultant's Services**

**Time-Based**

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

**Project Name** HIMACHAL PRADESH DISASTER RISK REDUCTION AND  
PREPAREDNESS (HP DRRP) PROGRAM

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

**Assignment Title:** Hiring of consulting firm for Program Management Unit (PMU)

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

**Between**

The Himachal Pradesh State Disaster Management Authority  
(HPSDMA)

PMU-HPDRRP,

HP Secretariat Shimla

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

**and**

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

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

HP

## I. Form of Contract

### TIME-BASED

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

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, The Himachal Pradesh State Disaster Management Authority (HPSDMA) (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

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

#### WHEREAS

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

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NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract (including Attachment 1 "AFD Group's Policy to Prevent and Combat Prohibited Practices and Attachment 2 "Eligibility Criteria");
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payments Guarantee [Deleted]

Appendix F: Code of Conduct for Experts

Appendix G: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

Appendix H: Statement of Integrity, Eligibility and Environmental and Social Responsibility

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; and Appendix F; and Appendix G. 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]*

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## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

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

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



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

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

11. Effectiveness of Contract 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. Termination of Contract for Failure to Become Effective 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
14. Expiration of Contract 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
15. Entire Agreement 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
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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 hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. **No Breach of Contract**
- 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. **Measures to be Taken**
- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the

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

- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 53 & 54.

18. Suspension

- 18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

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

a. By the Client

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

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

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

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

**b. By the Consultant**

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 54.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

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- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 54.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

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

**d. Cessation of Services**

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

**e. Payment upon Termination**

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 47;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

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### 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. As required in the SCC, the Consultant shall take additional measures to manage cyber security risks related to the Contract. 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. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix G- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that
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country or any payments to any country, person, or entity in that country.

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

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

a. **Consultant Not to Benefit from Commissions, Discounts, etc.** 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 46 through 51) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

b. **Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

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



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

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

expense of the Client in an amount equal to their full replacement value.

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

29. Code of Conduct

- 29.1. The Consultant shall have a Code of Conduct for the Experts.

The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are carried out. The posted Code of Conduct shall be provided in languages comprehensible to Experts and Client's Personnel.

30. Forced Labor

- 30.1. The Consultant, including its Sub-consultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

31. Child Labor

- 31.1. The Consultant, including its Sub-consultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Sub-consultants, shall not employ or engage a child between the minimum age and the

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age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

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

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

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

32. Non-Discrimination and Equal Opportunity

32.1.

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

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as

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women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

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

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

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

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36. Approval of  
Additional Key  
Experts

36.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

37. Removal of Experts  
or Sub-consultants

37.1. If the Client finds that any of the Experts or Sub-consultant:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
- (e) undertakes behaviour which breaches the Code of Conduct;

the Consultant shall, at the Client's written request, provide a replacement:

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

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

37.4. Subject to the requirements in Sub-Clause 37.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out Services, any Expert who engages in (a) to (e) above.

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

#### E. OBLIGATIONS OF THE CLIENT

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

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

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| 41. Access to Project Site                                   | 41.1. | The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. |
| 42. Change in the Applicable Law Related to Taxes and Duties | 42.1. | N/A   |
| 43. Services, Facilities and Property of the Client          | 43.1. | The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference ( <b>Appendix A</b> ) at the times and in the manner specified in said <b>Appendix A</b> .  |
|  | 43.2. | In case that such services, facilities and property shall not be made available to the Consultant as and when specified in <b>Appendix A</b> , the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the  |

performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources.

44. Counterpart  
Personnel

44.1. N/A

45. Payment Obligation

45.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

#### F. PAYMENTS TO THE CONSULTANT

46. Ceiling Amount

46.1. An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

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

46.3. For any payments in excess of the ceilings specified in GCC46.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

47. Remuneration and  
Reimbursable  
Expenses

47.1. The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

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

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

47.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

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- 47.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.
48. Taxes and Duties
- 48.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
- 48.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
49. Currency of Payment
- 49.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.
50. Mode of Billing and Payment
- 50.1. Billings and payments in respect of the Services shall be made as follows:
- (a) *Advance payment.* Within the number of days after the Effective Date, the Client *shall* pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 49 and GCC 50 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each
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invoice shall show remuneration and reimbursable expenses separately.

- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt *by* the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as *satisfactory* by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the *Consultant* specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

51. Interest on Delayed Payments      51.1.    N/A

**G. FAIRNESS AND GOOD FAITH**

52. Good Faith      52.1.    The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**H. SETTLEMENT OF DISPUTES**

53. Amicable Settlement    53.1.    The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 53.2.    If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 54.1 shall apply.
54. Dispute Resolution    54.1.    Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

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## II. General Conditions

### Attachment 1

# AFD Group's Policy to Prevent and Combat Prohibited Practices *(Text in this Attachment shall not be modified)*

### 3. Prohibited Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants shall respect the highest ethical principles during the procurement and performance of Contracts. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

For the purpose of this provision, AFD introduces the concept of Prohibited Practices, referring to acts as defined in the "General Policy to Prevent and Combat Prohibited Practices"<sup>1</sup> available on the AFD website and in the document titled "Procurement Guidelines for AFD-Financed Contracts in Foreign Countries"<sup>2</sup>.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that they have not engaged, nor will they engage, in any Prohibited Practices during the procurement and execution of the Contract.

A Person<sup>3</sup> or any of its subcontractors, Directors<sup>4</sup>, employees or agents (be it declared or not), may not be awarded an AFD-financed Contract if on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it has engaged in a Prohibited Practice, directly or by means of an agent (be it declared or not), for the purpose of being awarded this Contract.

Moreover, AFD requires including in the procurement documents and AFD-financed contracts a provision requiring that applicants, bidders, suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to investigate, including the inspection of their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

For the purpose of detecting and effectively combating Prohibited Practices, AFD has established a whistleblowing mechanism open to third parties: anyone can thereby directly report an allegation of a Prohibited Practice to AFD's Investigations Function, either:

- By e-mail, to the address [investigationsGroupeAFD@tutanota.com](mailto:investigationsGroupeAFD@tutanota.com), or
- By sending a letter to AFD's Compliance Department, 5 rue Roland Barthes, 75012 Paris.

<sup>1</sup> For more information, this Policy is available on the following link : <https://www.afd.fr/en/combating-corruption>

<sup>2</sup> For more information, the Procurement Guidelines are available on the following link : <https://www.afd.fr/en/bid-invitations-and-procurement>

<sup>3</sup> Means any natural or legal person, as well as any association or group of several such persons.

<sup>4</sup> Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity.

**4. Environmental, Social, Health and Safety (ESHS) Responsibility, and Security**

In order to promote sustainable development, AFD seeks to ensure that internationally recognized ESHS standards are complied with in the Contracts it finances. Consequently, the applicants, bidders, consultants and their subcontractors shall undertake, by signing the Statement of Integrity, to:

- f) Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
- g) Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
- h) Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
- i) Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
- j) Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

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## Attachment 2

### AFD's Eligibility Criteria

*(Text in this Attachment shall not be modified)*

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1<sup>st</sup> January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. A Person<sup>5</sup> may not be awarded an AFD-financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors<sup>6</sup>, employees or agents (be it declared or not):
  - 2.1 Is bankrupt, being wound up or ceasing its activities, is having its activities administered by the courts, has entered into receivership, or is in any analogous situation arising from any similar procedure;
  - 2.2 Has, within the past five years, been subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution<sup>7</sup> having notably an extinctive effect on public action, either (i) in the country of constitution of the Person, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution or (v) pronounced by a competent authority in France, for:
    - a) Prohibited Practices<sup>8</sup>, or any other offence committed in the context of the procurement or performance of a Contract, subject to additional information, such as a compliance program, that such Person (or, respectively, their subcontractor, Director, employee or agent) may consider useful to provide in the context of the Statement of Integrity, that would give grounds to consider that this sanction, conviction or other resolution is not relevant in the context of the present Contract;
    - b) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
    - c) Having created an entity in a different jurisdiction with the intention of avoiding tax or social obligations, or any other legal obligation applicable in the

<sup>5</sup> Means any natural or legal person, as well as any association or group of several such persons

<sup>6</sup> Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity.

<sup>7</sup> Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Admission of Guilt (CRPC), a negotiated resolution agreement, or any other similar form of transaction ending the proceedings.

<sup>8</sup> As defined in Section VI – AFD Policy – Prohibited Practices – environmental and social responsibility

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jurisdiction where it has its registered office, its central administration or its principal place of business, or for being an entity created with the intention of avoiding such obligations;

- 2.3 Has been subject to a termination fully settled against it within the past five years due to a significant or persistent breach of its contractual obligations during the performance of a Contract, unless (i) such termination was challenged and (ii) dispute resolution is still pending or has not confirmed a full settlement against it;
  - 2.4 Has been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010.<sup>9</sup> In the event of such ineligibility, the Person may attach additional information to the Statement of Integrity that would give grounds to consider that this ineligibility is not relevant in the context of this Contract;
  - 2.5 Has not fulfilled their obligations relating to the payment of their taxes or social contributions, in accordance with the legal provisions of their country of incorporation, or those of the country of the Contracting Authority;
  - 2.6 Has produced falsified documents or has been guilty of misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.
3. In addition, a Person may not be awarded an AFD-financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors, employees, agents (be it declared or not), direct or indirect shareholders, or subsidiaries, acting with its knowledge or consent:
- 3.1 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to individual sanctions measures adopted by the United Nations, the European Union and/or France;
  - 3.2 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to sectoral sanctions measures adopted by the United Nations, the European Union and/or France;
  - 3.3 Is ineligible for the implementation of the Project by way of any other international sanctions measures pronounced by the United Nations, the European Union or France.
4. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD's satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt

<sup>9</sup> World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank and European Bank for Reconstruction and Development.

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of India
4.1	The language is: <u>English</u>
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Client : _____          Attention : _____          Facsimile : _____          E-mail (where permitted): _____</p> <p>Consultant : _____          Attention : _____          Facsimile : _____          E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p>The Lead Member on behalf of the JV is _____  <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p>

	<b>For the Consultant:</b> <i>[name, title]</i> _____
<b>11.1</b>	<b>The effectiveness conditions are the following:</b> <i>[insert "N/A" or list the conditions]</i> <i>N/A</i>
<b>12.1</b>	<b>Termination of Contract for Failure to Become Effective:</b>  <b>The time period shall be 3 months.</b>
<b>13.1</b>	<b>Commencement of Services:</b>  <b>The number of days shall be</b> <u>15</u> <i>[e.g.: ten]</i> .  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.
<b>14.1</b>	<b>Expiration of Contract:</b>  <b>The time period shall be</b> <u>60 months</u> <i>[insert time period, e.g.: twelve months]</i> .
<b>20.1</b>	<i>N/A</i>
<b>23.1</b>	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:  <b>"Limitation of the Consultant's Liability towards the Client:</b>  <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>  <b>(i) for any indirect or consequential loss or damage; and</b>  <b>(ii) for any direct loss or damage that exceeds one time the total value of the Contract;</b>  <b>(b) This limitation of liability shall not</b>  <b>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or</b>

	<p><b>firm acting on behalf of the Consultant in carrying out the Services;</b></p> <p><b>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (a) is different from the law of the Client's country].</b></p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
24.1	DELETED
27.1	N/A
27.2	<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>

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	<p><b>[The Consultant shall not use these [insert what applies..... documents and software.....] 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 [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</b></p> <p><i>OR</i></p> <p><b>[Neither Party shall use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</b></p>
<p><b>40.1 (a) through (f)</b></p>	<p><i>None</i></p>
<p><b>40.1(g)</b></p>	<p><i>None</i></p>
<p><b>46.2</b></p>	<p><b>The ceiling in local currency is: _____ [insert amount and currency] [indicate: inclusive] of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall “reimbursed” by the Client the Consultant.</b></p> <p><b>The amount of such taxes is _____ [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.]</b></p>
<p><b>47.3</b></p>	<p>Price adjustment on the remuneration does not apply</p>
<p><b>48.1 and 48.2</b></p>	<p><b>“The Client shall reimburse the Consultant, the Sub-consultants and the Experts”]</b></p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;</p>

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	<p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
49.1	<b>The currency [currencies] of payment shall be the following: Indian Rupees</b>
50.1(a)	DELETED
50.1(b)	DELETED
50.1(e)	The accounts are:  for local currency: [insert account].
51.1	N/A
54.	DELETED

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## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

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

### APPENDIX B - KEY EXPERTS

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

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

### APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

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

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

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

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

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

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

(Expressed in [insert name of currency])\*

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

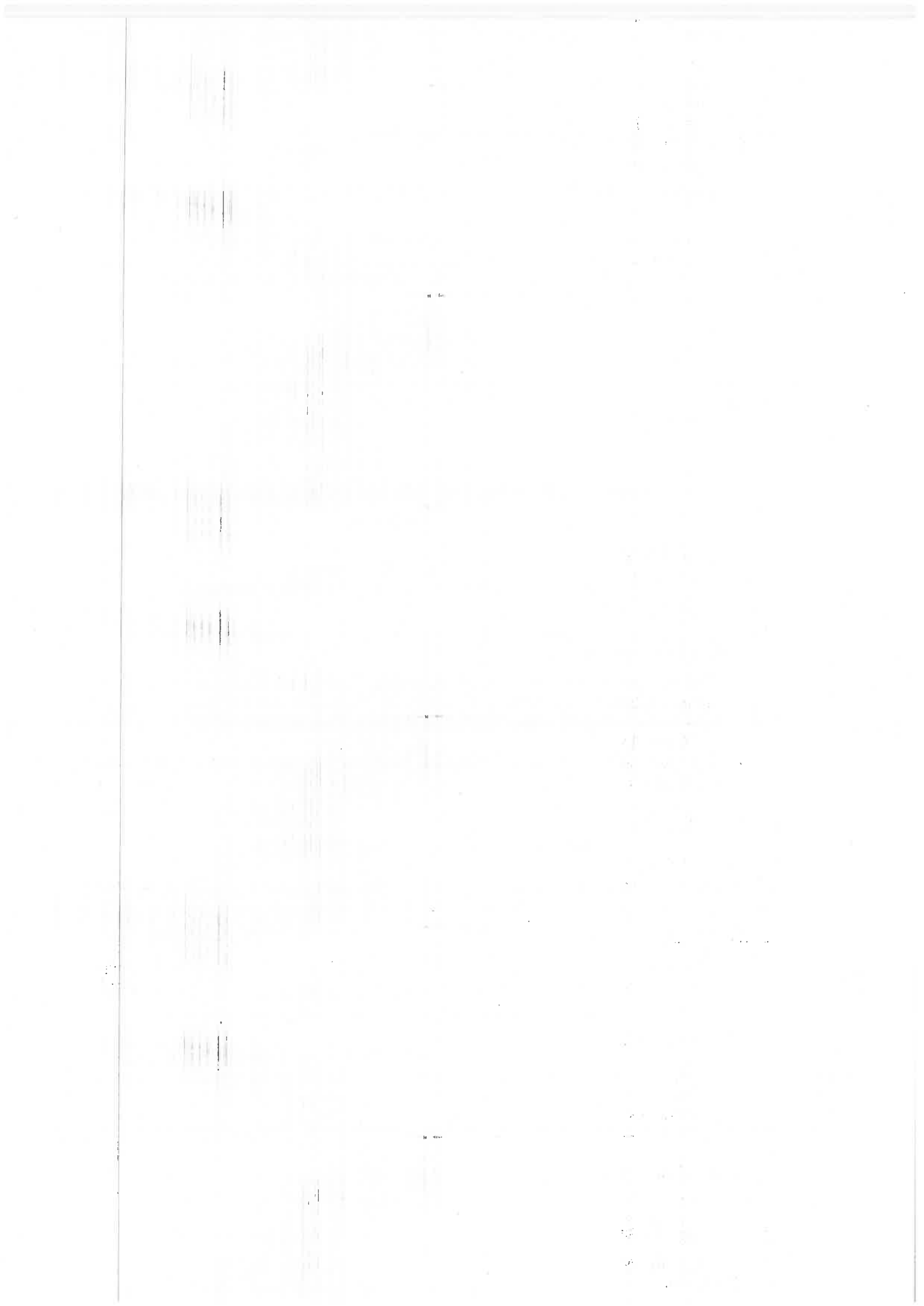
\* If more than one currency, add a table

Signature \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date \_\_\_\_\_





## APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

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

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

## Appendix E: Form of Advance Payments Guarantee [Deleted]

## APPENDIX F - CODE OF CONDUCT FOR EXPERTS

### Note to the Consultant:

**The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified.** However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

## CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *[enter name of Consultant]*. We have signed a contract with *[enter name of Client]* for *[enter description of the Services]*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace for carrying the Services is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

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**REQUIRED CONDUCT**

Experts shall:

11. carry out his/her duties competently and diligently;
12. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
13. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
14. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
15. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
16. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
17. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
18. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
19. report violations of this Code of Conduct; and
20. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

**RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

3. Contact [*enter name of person assigned by the Consultant to handle such matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
4. Call [ ] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of the contact person(s) assigned by the Consultant*] requesting an explanation.

Name of Expert: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Consultant:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

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**APPENDIX G - SEXUAL EXPLOITATION AND ABUSE (SEA)  
AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE  
DECLARATION FOR SUB-CONSULTANTS**

*[The following table shall be filled in for the Consultant, each member of a Joint Venture  
and each Sub-consultant proposed by the Consultant]*

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Sub-consultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

**SEA and/or SH Declaration**

We:

- (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An  
arbitral award on the disqualification case has been made in our favor.

*[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues  
underlying the disqualification.]*

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## APPENDIX H - STATEMENT OF INTEGRITY, ELIGIBILITY AND ENVIRONMENTAL AND SOCIAL RESPONSIBILITY

Reference name of the Bid/Proposal/Contract signed<sup>1</sup> (the "Contract")

To: \_\_\_\_\_ (the "Contracting Authority")

1. We recognize and accept that Agence Française de Développement ("AFD") only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services, or non-consulting services.
2. We hereby certify that neither we, nor any person acting on our behalf,<sup>2</sup> nor any of the members of our joint venture, nor any of our subcontractors, are in any of the following situations:
  - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, or being in any analogous situation arising from any similar procedure;
  - 2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution<sup>3</sup> having notably an extinctive effect on public action, either (i) in the country where we are constituted, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution, or (v) pronounced by a competent authority in France, for:
    - a) Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);
      - b) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
      - c) Having created an entity in a different jurisdiction (i) with the the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of

<sup>1</sup> In the case of a Contract already signed to be refinanced.

<sup>2</sup> Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not).

<sup>3</sup> Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings.

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business, or (ii) for being an entity created with the intention of avoiding such obligations;

- 2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
- 2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010<sup>4</sup> (in the event of such ineligibility, we may attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);
- 2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;
- 2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.
3. We hereby certify that neither we, nor any party acting on our behalf<sup>5</sup>, nor any members of our joint venture, nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:
- a. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **individual sanctions measures** adopted by the United Nations, the European Union and/or France;
  - b. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **sectoral sanctions measures** adopted by the United Nations, the European Union and/or France;
  - c. Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
4. We hereby certify that neither we, nor any party acting on our behalf,<sup>2</sup> nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been (*in the case of refinancing for a Contract already awarded*)] in any of the following situations of conflict of interest:
- 4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
  - 4.2 Having business or family relations with a member of the Contracting Authority's services involved in the procurement process or the supervision of the resulting

<sup>4</sup> World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development.

<sup>5</sup> Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not).

Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

- 4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;
  - 4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;
  - 4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;
  - 4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;
  - 4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.
5. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
  6. In the context of the procurement and performance of the Contract:
    - 6.1 Neither we, nor any party acting on our behalf,<sup>2</sup> nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled "AFD Group's Policy to Prevent and Combat Prohibited Practices" available on AFD's Website.<sup>6</sup><https://www.afd.fr/fr>
    - 6.2 Neither we, nor or any party acting on our behalf,<sup>2</sup> nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided (*in the case of refinancing for a Contract already awarded*)] in sectors subject to an embargo by the United Nations, the European Union or France.
  7. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,<sup>2</sup> any members of our joint venture, and any of our subcontractors undertake to:

<sup>6</sup> For informational purposes, this policy can be accessed via the following link: <https://www.afd.fr/en/combating-corruption>.

- 7.1 Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
- 7.2 Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
- 7.3 Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
- 7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
- 7.5 Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.
- 8. We, any party acting on our behalf,<sup>2</sup> the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.
- 9. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent)(\*):

Name of beneficiary	Contact details	Purpose	Amount (indicate the currency)
-	-	-	-

wf

_____	_____	_____	_____
-	-	-	-
_____	_____	_____	_____
-	-	-	-

(\*): If no amount has been paid or is to be paid, indicate "None".

10. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_  
Duly empowered to sign in the name and on behalf of:<sup>7</sup> \_\_\_\_\_  
Signature: \_\_\_\_\_  
Dated: \_\_\_\_\_

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<sup>7</sup> In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant.