

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No. In-PCU, HPHDP-125048-CS-QCBS

Selection of Consulting Services for:

**PREPARATION OF DETAILED PROJECT REPORTS FOR DEVELOPMENT
OF NEED BASED IRRIGATION INFRASTRUCTURE IN SELECTED
CLUSTERS UNDER WORLD BANK FUNDED H.P. HORTICULTURE
DEVELOPMENT PROJECT**

Himachal Pradesh Horticulture Development Project

INDIA

Published on: 30th November, 2019

Himachal Pradesh Horticulture Development Project

Dyerton Bizhub, Talland bypass, Shimla-171001

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PART I
Section 1. Letter of Invitation



HIMACHAL PRADESH HORTICULTURE DEVELOPMENT PROJECT

(Government of Himachal Pradesh)

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Letter of Invitation

RFP No. In-PCU, HPHDP-125048-CS-QCBS .;

Credit No. 5838 IN

Place: **Shimla**

Dated: , **2019**

1. The Govt. of Himachal Pradesh (hereinafter called "Borrower") has received financing from the International Development Association (IDA) (the "Bank") in the form of a "credit" (hereinafter called "credit") toward the cost of Himachal Pradesh Horticulture Development Project. The Himachal Pradesh Horticulture Development Society, an implementing agency of the Client, intends to apply a portion of the proceeds of this credit to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Client and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the financing agreement or have any claims to the proceeds of the credit.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): PREPARATION OF DETAILED PROJECT REPORTS FOR DEVELOPMENT OF NEED BASED IRRIGATION INFRASTRUCTURE IN SELECTED CLUSTERS UNDER WORLD BANK FUNDED H.P. HORTICULTURE DEVELOPMENT PROJECT. More details on the Services are provided in the Terms of Reference (Section 7).
3. A firm will be selected under Quality and Cost Based Selection (QCBS) and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Consultants' Guidelines which can be found at the following website: www.worldbank.org/procure.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (ITC) and Data Sheet
 - Section 3 - Technical Proposal (FTP) - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Eligible Countries
 - Section 6 - Bank's Policy - Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Forms of Contract (Lump-Sum)
5. The proposal is to be submitted in the following manner:
 - a) **Technical Proposal:** one (1) original and three copies (in a separate envelop to be marked as "**Technical Proposal**")
 - b) **Financial Proposal:** one (1) original (in a separate envelop Marked as **Financial Proposal**).
 - c) **Both** the envelops are to be enclosed in one sealed envelope marked as "CONSULTANCY PROPOSAL FOR DEVELOPMENT OF NEED BASED IRRIGATION INFRASTRUCTURE UNDER HPHDP"
 - d) **The inner and outer envelops shall:**

- (a) bear the name and address of the Consultant.
- (b) be addressed to the Project Director HPHDP;
- (c) bear a warning not to open before the time and date for bid opening.

If all envelopes are not sealed and marked as required, the Project will assume no responsibility for the misplacement or premature opening of the proposal.

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

Yours sincerely,

Project Director,

Section 2.
Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions	<p>(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.</p> <p>(b) "Applicable Guidelines" means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.</p> <p>(c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>(d) "Bank" means the International Development Association (IDA).</p> <p>(e) "Borrower" means the Government, Government agency or other entity that signs the <i>financing</i> agreement with the Bank.</p> <p>(f) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.</p> <p>(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.</p> <p>(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).</p> <p>(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.</p> <p>(j) "Day" means a calendar day.</p> <p>(k) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(l) "Government" means the government of the Client's country.</p> <p>(m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.</p>
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	<p>(o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>(p) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.</p> <p>(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.</p> <p>(r) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(s) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(t) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(u) "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(v) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(w) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The 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.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>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.</p>

	<p>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.</p> <p>3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u> : 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) <u>Conflict among consulting assignments</u> : 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) <u>Relationship with the Client's staff</u> : a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	<p>5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.</p>

6. Eligibility	<p>6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	<p>6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p>
b. Prohibitions	<p>6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
c. Restrictions for Government-owned Enterprises	<p>6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client</p> <p>To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.</p>
d. Restrictions for public employees	<p>6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they</p> <p>(i) are on leave of absence without pay, or have resigned or retired;</p>

	<p>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring</p> <p>(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and</p> <p>(iii) their hiring would not create a conflict of interest.</p>
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet .
10. Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>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).</p> <p>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).</p>
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

	<p>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.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.</p>
a. Extension of Validity Period	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>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.</p> <p>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.</p>
b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.</p>
c. Sub-Contracting	<p>12.9 The Consultant shall not subcontract the whole of the Services.</p>
13. Clarification and Amendment of RFP	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all 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:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.</p>

	<p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>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.</p>
14. Preparation of Proposals - Specific Considerations	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a 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.</p> <p>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.</p> <p>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.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>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.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
16. Financial Proposal	<p>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.</p>
a. Price Adjustment	<p>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.</p>
b. Taxes	<p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract</p>

	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	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "PREPARATION OF DETAILED PROJECT REPORTS FOR DEVELOPMENT OF NEED BASED IRRIGATION INFRASTRUCTURE IN SELECTED CLUSTERS UNDER WORLD BANK FUNDED H.P. HORTICULTURE DEVELOPMENT PROJECT", 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]."</p> <p>17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."</p> <p>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the</p>

	<p>address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>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.</p> <p>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.</p>
<p>18. Confidentiality</p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>18.2 Any attempt by 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.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.</p>
<p>19. Opening of Technical Proposals</p>	<p>19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
<p>20. Proposals Evaluation</p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as</p>

	permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet . Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet .
22. Financial Proposals for QBS	22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice. 23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective

	<p>activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
b. Lump-Sum Contracts	<p>24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.</p>
25. Taxes	<p>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.</p>
26. Conversion to Single Currency	<p>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.</p>
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	<p>27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.</p>
b. Fixed-Budget Selection (FBS)	<p>27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.</p> <p>27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.</p>
c. Least-Cost Selection	<p>27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.</p>
D. Negotiations and Award	
28. Negotiations	<p>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.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p>

<p>a. Availability of Key Experts</p>	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>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.</p>
<p>b. Technical negotiations</p>	<p>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.</p>
<p>c. Financial negotiations</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
<p>29. Conclusion of Negotiations</p>	<p>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.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>

30. Award of Contract	<p>30.1 After completing the negotiations, the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other Consultants.</p> <p>30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
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**Instructions to Consultants
E. Data Sheet**

A. General	
ITC Clause Reference	
2.1	<p>Name of the Client: Project Director, Himachal Pradesh Horticulture Development Project</p> <p>Method of selection: Quality and Cost Based Selection (QCBS) as per</p> <p>Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 and revised on 2014 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: PREPARATION OF DETAILED PROJECT REPORTS FOR DEVELOPMENT OF NEED BASED IRRIGATION INFRASTRUCTURE IN SELECTED CLUSTERS UNDER WORLD BANK FUNDED H.P. HORTICULTURE DEVELOPMENT PROJECT.</p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>30th December, 2019 11:00 AM Address: Project Director, Himachal Pradesh Horticulture Development Project, Dyerton Bizhub, Talland bypass, Shimla-171001, Tel: +91-177-2674937, E-mail: hdp-pd-hp@gov.in</p> <p>Telephone: 0091-177- 2674935, 2674937, 2674465 Facsimile: 2674936 E-mail: hdp-pd-hp@gov.in, Contact person/conference coordinator: Dr. Govind Singh Jhobta, Mobile No. 94184-88065</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <ol style="list-style-type: none"> 1. Will provide list of potential clusters selected under HPHDP. 2. Manual for Water User Association. 3. List of fruit crops suitable for the cluster.
6.3.1	<p>A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr</p>
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following: For FULL TECHNICAL PROPOSAL (FTP): 1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2

	<p>(4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 AND 2nd -Inner Envelope with the Financial Proposal: (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4</p>
„10.2	Statement of Undertaking is required: No
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: NO
12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than 15 days prior to the submission deadline. The contact information for requesting clarifications is: Project Director, Himachal Pradesh Horticulture Development Project, Dyerton Bizhub, Talland bypass, Shimla-171001, Tel: +91 177-2674937, E-mail: hdp-pd-hp@gov.in</p>
14.1.2	Estimated input of Key Experts' time-input: 120 person-months.
14.1.3 for time-based contracts only	Not applicable
14.1.4 and 27.2 use for Fixed Budget method	Not applicable
15.2	The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> (2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i> (3) <i>cost of office accommodation, including overheads and back-stop support;</i> (4) <i>communications costs;</i> (5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> (6) <i>cost of reports production (including printing) and delivering to the Client;</i> (7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p>
16.2	A price adjustment provision applies to remuneration rates: Yes

16.3	Information on the Consultant's tax obligations in the Client's country should be checked with tax experts.						
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. Only INR</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes</p>						
C. Submission, Opening and Evaluation							
17.1	The Consultants shall not have the option of submitting their Proposals electronically.						
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and three copies;</p> <p>(b) Financial Proposal: one (1) original.</p>						
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 15th January, 2020</p> <p>Time: 14:00 hours.</p> <p><i>[If appropriate, add translation of the warning marking ["Do not open...."] in the national language to the outer sealed envelope]</i></p> <p>The Proposal submission address is:</p> <p>Project Director, Himachal Pradesh Horticulture Development Project, Dyerton Bizhub, Talland bypass, Shimla-171001, Tel: +91 177-2674937, E-mail: hdp-pd-hp@gov.in</p>						
19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: same as the Proposal submission address</p> <p>Date: 15th January, 2020</p> <p>Time: 15:00 hours.</p>						
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals N.A.						
21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:</td> <td style="text-align: right;">[8]</td> </tr> <tr> <td>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</td> <td style="text-align: right;">[30]</td> </tr> </tbody> </table> <p><i>{Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p>(iii) Key Experts' qualifications and competence for the Assignment:</p>		<u>Points</u>	(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	[8]	(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	[30]
	<u>Points</u>						
(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	[8]						
(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	[30]						

	<p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) Position K-1: [Team Leader] [12] b) Position K-2: [Design engineer] [9] c) Position K-3:[Design engineer] [9] d) Position K-4 [Design Engineer] [9] e) Position K-5 [Agricultural Engineer] [9]</p> <p>Total points for criterion (iii): [48]</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): [15%]</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 75% [75%]</p> <p>3) <i>[If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): [10%]</i></p> <p>Total weight: 100%</p> <p>(iv) Transfer of knowledge (training) program (relevance of approach and methodology): <i>[normally, not to exceed 10 points]</i></p> <p>Total points for criterion (iv): [8]</p> <p>Participation by nationals among proposed Key Experts [6]</p> <p>Total points for the five criteria: 100</p> <p>The minimum technical score (St) required to pass is: 70</p>
23.1	An online option of the opening of the Financial Proposals is offered: No
25.1	For the purpose of the evaluation, the Client will exclude: all local identifiable indirect taxes such as GST, or similar taxes levied on the contract's invoices; 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	Proposals should be submitted in <u>Indian Rupees only</u>
27.1 (QCBS only)	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

	<p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 70% P = 30% Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
D. Negotiations and Award	
28.1	<p>Date: 30th January 2020 Address: Project Director, Himachal Pradesh Horticulture Development Project, Dyerton Bizhub, Talland bypass, Shimla-171001, Tel: +91 177-2674937, E-mail: hdp-pd-hp@gov.in</p>
30.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: https://hds.hp.gov.in/</p> <p>The publication will be done within 15 days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the services: Date: at the office of the Project Director, Himachal Pradesh Horticulture Development Project, Dyerton Bizhub, Talland bypass, Shimla-171001, Tel: +91-177-2674937, E-mail: hdp-pd-hp@gov.in</p>

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.	3
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	4
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	5
TECH-2	Consultant's Organization and Experience.	
TECH-2A	A. Consultant's Organization	2
TECH-2B	B. Consultant's Experience	2
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
TECH-3A	A. On the Terms of Reference	2
TECH-3B	B. On the Counterpart Staff and Facilities	1
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	15
TECH-5	Work Schedule and Planning for Deliverables	6
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	20

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

**Project Director,
Himachal Pradesh Horticulture Development Project,
Dyerton Bizhub, Talland bypass, Shimla-171001.**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for PREPARATION_OF DETAILED PROJECT REPORTS FOR DEVELOPMENT OF NEED BASED IRRIGATION INFRASTRUCTURE IN SELECTED CLUSTERS UNDER WORLD BANK FUNDED H.P. HORTICULTURE DEVELOPMENT PROJECT in accordance with your Request for Proposals dated, _____ and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) 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.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the

substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2

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

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 5 years.

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

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

FORM TECH-3
COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF,
AND FACILITIES TO BE PROVIDED BY THE CLIENT

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4

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:

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

FORM TECH-5
WORK SCHEDULE AND PLANNING FOR DELIVERABLES

No.	Deliverables ¹ (D-..)	Months												Total
		1	2	3	4	5	6	7	8	9	10	11	12	
1.														
2.														
3.														
4.														
5.														
6.														
7.														
8.														

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

FORM TECH-6
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
 - 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
 - 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.
- Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

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

Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

FORM FIN -1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Ms. Debasweta Banik (IAS)
Project Director (Himachal Pradesh Horticulture Development Project)
Dyerton Bizhub, Talland bypass, Shimla-171001

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Preparation OF DETAILED PROJECT REPORTS FOR DEVELOPMENT OF NEED BASED IRRIGATION INFRASTRUCTURE IN SELECTED CLUSTERS UNDER WORLD BANK FUNDED H.P. HORTICULTURE DEVELOPMENT PROJECT in accordance with your Request for Proposal dated _____ and our Technical Proposal.

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

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

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN-2 SUMMARY OF COSTS

Item	Cost
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet }
	In Indian Rupees (Rs.)
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2) Reimbursables	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	
Indirect Local Tax Estimates - to be discussed and finalized at the negotiations if the Contract is awarded	
Total Estimate for GST: _____	

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

A. Remuneration					
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Total in Rs.
Key Experts					
<u>K-1</u>			[Home]		
			[Field]		
<u>K-2</u>					
Non-Key Experts					
<u>N-1</u>			[Home]		
<u>N-2</u>			[Field]		
Total Costs					

|

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses					
N°	Type of Reimboursable 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. Section

5. Eligible Countries

In reference to ITC 6.3.2, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6.

Bank Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation²;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

¹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

² For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

³ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures⁵, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁵ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁶ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

Section 7. Terms of Reference

HIRING OF CONSULTANCY (FIRMS SELECTION) FOR THE FORMULATION OF DETAILED PROJECT REPORTS FOR DEVELOPMENT OF NEED BASED IRRIGATION INFRASTRUCTURE IN SELECTED CLUSTERS UNDER WORLD BANK FUNDED H.P. HORTICULTURE DEVELOPMENT PROJECT

A. Context & Project background:

The Government of Himachal Pradesh (GoHP), through the Government of India (GoI) has received a credit of US\$135 million from the World Bank for the implementation of the Himachal Pradesh Horticulture Development Project (HPHDP), now HPHDS and intends to use part of the proceeds for payments towards consulting services for the formulation of Detailed Project Reports for development of Need Based Irrigation Infrastructure under World Bank funded Himachal Pradesh Horticulture Development Project.

The Project Development Objective (PDO) is “to support small farmers and agro-entrepreneurs in Himachal Pradesh to increase the productivity, quality and market access of selected Horticulture commodities”. The project will address key, well known gaps and deficiencies in the horticulture sector in Himachal Pradesh and transform the sector (and the overall rural economy) to be more productive, efficient and profitable. By doing so, it will contribute to the key aspects of the GoI, GoHP and the Bank’s strategic objectives related to faster and broader agriculture sector growth and inclusive development.

The Key Project Indicators (KPI) are: (a) Higher productivity (in ton/ha) (i) of rejuvenated apple orchards; and (ii) of new plantations of selected horticulture crops. (b) Increase percentage of Apple Grades A, B and C. (c) Increase share of selected horticulture commodities sold through new marketing channels for (i) Apple, and (ii) Tomato. (d) Will benefit direct project beneficiaries of which female beneficiaries are 33%.

The project will achieve the PDO by: (i) improving producer’s access to knowledge and horticulture production technologies (including climate resilient technologies), and counselling and training of communities to have better access to financial services so that they are able to better respond to climate variability and emerging market opportunities; (ii) promoting investments in agribusiness, fostering backward and forward linkages in the value chains for horticulture products, piloting negotiable warehouse receipts for horticulture commodities, and facilitating access to financial services for agribusiness enterprises, including collectives such as producer companies; and (iii) supporting the development of an improved platform for market-related information and intelligence, developing new e-market channels outside of regulated markets, and also to provide improved services by modernizing the existing markets, and new markets.

The activities of the project are clustered around three main interlinked technical components those have the following purpose: (i) improving producer’s access to knowledge and horticulture production technologies (including climate resilient technologies), and access to finance; (ii) promoting investments in agribusiness, fostering backward and forward linkages in horticulture product value chains, facilitating access to finance for agribusiness entrepreneurs, and, piloting negotiable warehouse receipts for horticulture commodities; and (iii) supporting the development of an improved platform for market-related information and intelligence, and upgrading and modernizing the promising existing wholesale markets.

- 1. Component A: Horticulture Production and Diversification:** The objective of this component is to enhance horticultural competitiveness at the farm level by supporting access to knowledge, technology and finance in order to increase long term productivity and farm incomes in an environment marked by changing market

patterns and increased climate variability. This will be achieved by: (i) enhancing producer's access to disease free elite planting materials; (ii) supporting sustainable intensification and diversification of horticultural production through technology and knowledge transfer, including rain water, capture water and harvesting collection, delivery and distribution of water; (iii) strengthening applied research and development; and (iv) enhancing the access to and use of financial services by producers.

- 2. Component B: Value Addition and Agro-enterprise Development:** The objective of this component to improve value realization at the farm level, promote investments in agribusiness, fostering backward and forward linkages in the value chains for horticulture products, support supply chain infrastructure that prevents wastage and value erosion; and enable secondary and tertiary processing that create higher value for the produce. This will be achieved by: (i) building community/farm level marketing capacities and supporting them through matching grants to acquire productive assets; (ii) establishing a modern supply chain comprising pack-houses, controlled atmosphere (CA) stores, and processing facilities to be operated under operational management arrangement with private partners; (iii) piloting warehouse receipt systems linked to commodity exchanges; identifying, mobilizing and supporting agro entrepreneurs; and (iv) co-financing investments and facilitating access business advisory and to financial services for agribusiness enterprises, including collectives such as producer companies
- 3. Component C: Market Development:** The objective of this component is to provide an improved platform for market-related information and intelligence, expand market access through alternative marketing channels, enhance transparency in the price discovery process, and improve market infrastructure. This will be achieved by: (i) supporting market information and intelligence services; (ii) introducing of e-marketing platforms; and (iii) upgrading wholesale markets.
- 4. Component D: Project Management, Monitoring and Learning:** This component will ensure the effective implementation of the project activities and monitor and evaluate project implementation progress, outputs and outcomes, building on implementation experience. This component will support: (i) establishment and operations of Project Coordination Unit (PCU), which will oversee and coordinate activities of the implementing agencies of the project; (ii) establishment and operations of Project Implementation Units in the respective implementing agencies; and (iii) setting up of a monitoring and evaluation (M&E) system for the project, including a project management information system and contracting an external M&E agency to monitor project activities and impact. The component will also finance dedicated staffing for the project activities that are attributable to the outcomes of the project, consultancies, training and related material, office equipment, and operational costs
- 5.** It is envisaged under the Himachal Pradesh Horticulture Development Project that in selected clusters where higher potential of area expansion exists for setting up of high density/medium density orchards, those clusters will be provided with irrigation facility to realize potential productivity of high yielding cultivars of suitable fruit crops and also to increase productivity of existing crops. It is therefore imperative to obtain willingness of farmers in the cluster for participation and incurring expenditure for setting up of orchards by planting new and high yielding cultivars which the project will procure and provide to the farmers on cost. For the

development of irrigation facility project funding will be 100%. Farmers will provide land for setting up of irrigation infrastructure as per design and scope. It is also desirable that the Water User's Association of the cluster will be a registered body to be registered under societies registration act 2006. The Water User's Association will be responsible for the execution of irrigation schemes under the supervision and guidance of engineering staff engaged under the project. It is important to mobilize community and ensure their participation during all the phases for formulation of irrigation development plans.

B. Objectives

Against the above backdrop, HP horticulture Development Society has decided to hire consultant firms through competitive bidding process with the following objectives:

- 1.** About 850 clusters are to be covered under the project for setting up of irrigation infrastructure throughout the State of H.P., mainly in the temperate zones. In the first phase it is proposed to cover about 375 clusters for which it is proposed to hire 3 to 4 consulting firms who shall be working in about 100 to 150 clusters each. One consultant firm can apply for only one bunch of clusters. Although, every effort will be made to award clusters with in geographical proximity but it may not be possible all the time and some clusters can be awarded in different district locations. The time period for completion of the job shall be 2 years, however, the clusters are to be provided with irrigation facility on priority, therefore, adequate number of technical teams are required for survey, planning, designing, estimation and formulation of DPR in a time bound manner.
- 2.** The major work to be done by the consultant in a cluster is to undertake survey, planning, design (engineering) and estimates for the development of micro-irrigation infrastructure for meeting crop water demand. Command area of each cluster would be from 30 to 50 ha. Selection of potential clusters is an ongoing process and Horticulture Department of the State shall continue to identify and select the clusters in a periodic manner and provide the same to the selected consultants for further action. At the moment about 313 clusters have been identified (list given elsewhere in this document), however, if any cluster in the list is not found to be viable then the cluster in the list is subject to change
- 3.** Project interventions entail diversification and intensification of selected horticulture fruit crops by planting high density orchards; in mid and high hills where agro-climatic conditions are suitable for apple, pear, peach, plum, walnut and pomegranate. Potential clusters having 30 to 50 ha. arable private lands of farmers have been selected with the precondition of farmers having shown willingness for setting up high density orchards. Irrigation support is critical for the establishment of fruit orchards and realization of potential yields of high yielding varieties. Thus, consultants are required to formulate detailed project report for the development of irrigation infrastructure in each cluster in a time bound manner.
- 3.4.** Participation of water users is very important to put in place need based irrigation infrastructures. Therefore, Water User's Associations are being registered under societies registration act 2006. Thus the Water User Association (WUA) of each cluster will be involved right from survey, planning, designing phase of the project. Consulting firms are requested to provide hand holding support and training to the water users and their management committee on aspects such as specifications of construction material,

construction of proposed infrastructure as per design, quality control and maintenance of records etc.

C. Time frame and methodologies for undertaking the consulting services.

The job of the Consulting firms entails simultaneous and continuous preparation of detailed project reports for the development of irrigation infrastructure in the selected clusters. Irrigation (micro-irrigation) facility will be created in a participatory mode with active involvement of water users. Farming community who own land in the selected cluster are the members of the Water User's Association(WUA). Water user's associations are going to be registered bodies registered under the Societies Registration Act-2006. It is therefore desirable to prepare irrigation plans based on survey and planning of 375 clusters in a time bound manner. It is expected to complete job in two years. The consulting firms should possess adequate latest technical capabilities with adequate professional manpower and equipments etc., so as to accomplish the assigned job in time.

The consulting firms are expected to provide methodology, work plan with clear cut timeline to accomplish the job of preparation of DPR's as per site situation of 100-150 potential clusters allotted to the selected consulting firm so that irrigation benefits can be availed by farmers to support diversification and intensification.

D. Scope of work and specifications of construction material.

- 1. Over All Scope:** Survey, planning, design (engineering) and estimates for development of irrigation infrastructure (micro-irrigation) in selected 375 potential clusters under Himachal Pradesh Horticulture Development Project. Each cluster is having command area of 30 to 50 ha.
- 2. Preparation of index maps** of the command area of each cluster to be provided with micro-irrigation facility.
- 3. Survey with total station, GNSS equipment** and preparation of contour maps of the command area of the clusters with one meter contour interval and collection of all the field data relating to rainfall, climatic conditions, soil, ground water, cropping pattern/crop yields, farmer's holdings to work out crop water requirement of crops based on likely change in cropping pattern after implementation of project interventions such as area expansion under high density plantations of temperate fruits trees.
- 4. Based on computed crop water requirement** the consultants are required to evaluate water source/water sources in accordance with the water rights of the water users. Based on peak water requirement, the consultants will prepare detailed plans and designs and will prepare detailed bill of quantities (BOQs) of various items involved based on such designs in the command of selected clusters to meet the peak water requirement. The indicative details for the development irrigation infrastructure in a participatory mode are given as under:
 - a) Head works for conveyance of water from sources to the command area of cluster or rain water capture structure as per site situation. Exploitation of underground water resource is not allowed under the project.
 - b) Construction of water storage structures at appropriate locations depending upon water demand and of the crops planted in the command area to be served/covered under micro-irrigation system based on cropping pattern to provide equitable water to the proposed cropping pattern. For that consultants are required to compute peak water requirement of whole cluster as per ET_o and ET_c .

- c) Reticulation of mains, sub-mains, laterals including designing of hydrants and operating devices of micro-irrigation system in the command of potential 100-150 clusters allotted to the concerned Consulting Firm.
- d) Community water storage tanks will be of RCC or plastic lined, depending on site specific conditions.

Indicative Specifications of construction material:

1. Project will use high density polyethylene pipes including the smallest diameter and the largest diameter manufactured from PE 100/80 resin (as per specific site requirement).
2. All HDPE pipes used on the project shall comply with all relevant Indian standards for HDPE pipes including Indian standards IS 4984:1995 with latest amendments thereto.
3. All electrofusion fittings and all butt weld (butt fusion) fittings for HDPE pipe shall be made from PE 100/80 resin. Butt weld fittings for HDPE pipes shall also be made from PE 100/80 resin. Butt weld fittings for HDPE pipes shall comply with Indian standards IS 8008.1.2003 or latest amendments, if any.
4. Where HDPE pipes are not feasible, Project will use Galvanized steel pipes.
5. **Reinforcing Steel:** Reinforcing steel shall be as per "IS 1786.2008 High Strength Deformed Bars and Wires for Concrete Reinforcement". All strength grades permitted under the standard are permitted in the project. It is up to the firm's engineer to specify the minimum grade to use in each situation. Reinforced concrete structures are to be preferably analysed using FEA (finite element analysis) software.
6. **Concrete Dams and Concrete Tanks:** Concrete Dams and Concrete tanks are preferably analysed using FEA (finite element analysis) software. However, concrete dams below 10 metre maximum height or maximum structural height from lowest point in foundation may be analysed using comprehensive Excel spreadsheets although FEA software is usually preferred to minimize risk of errors. In both cases, need to allow for earthquake forces. Usable volumes in dams are to be computed after preparing topographic surveys for reservoir site.
7. **Liners and Geotextile Fabrics:** Both HDPE and EPDM membranes or liners are acceptable for lining steel tanks and ponds and for repair of existing tank structures that are worth to be repaired or restored. Geotextile fabrics for use on tanks or ponds can be made of polypropylene or other approved materials.
8. **Designing of pump house** for housing motor pump etc. wherever applicable.
9. **Environmental/Social Guidelines:** The Environmental/Social safeguards as per framework given at Annexure-1 need to be made part of DPR.

Participatory mode of formulation of Detailed Project Reports:

1. Survey, Planning, designing and estimation of irrigation scheme flow /lift and reticulation of HDPE pipes and control structures including placing of storage structures in the command area will be done in a participatory mode by involving water user association of the cluster right from planning to designing phases. Water users will provide land for placing infrastructure as per design requirements.
2. for putting up irrigation infrastructure it is prohibited to acquire land on compulsory basis. However, voluntary gift is allowed under the project.

Detailed Project Reports:

1. After Survey, planning, designing and estimations the consultants will prepare draft of Detailed Project Reports covering all aspects i.e. analysis of geographic survey report, crop water requirement, evaluation of water source to create need based irrigation infrastructure. The detailed report should contain BOQ of construction material, HDPE pipes, fittings and accessories, galvanized steel pipes, motor pump, head works etc. The same shall be accepted by the Water User's Associations and final approval will be accorded by the District Implementation Unit of the Department of Horticulture.

List of potential clusters:

- e) List of potential clusters selected for undertaking project interventions will be provided by the Block Implementation Units and District Implementation Units of Horticulture Department in accordance with the project targets. however, indicative number of clusters selected so far are given below.

Districts	Identified	To be added	Total after addition
Shimla	123		123
Lahaul & Spiti	6		6
Sirmour	41	20	61
Mandi	27	12	39
Kullu	46		46
Chamba	46	20	66
Kinnaur	21		21
Solan	2	5	7
Kangra	1	5	6
Total	313	62	375

Estimates should be based on analysed rates of HPPWD (latest) schedule of rates.

E. Indicative details of consulting Services

The indicative services entail the following:

1. Transact walk of the command area of cluster along with management committee of Water User's Association to obtain first-hand information of the various physical features and infrastructure.
2. Collection of needed information for computation of water requirement of the cluster based on likely proposed cropping pattern.
3. Consultants will prepare index map of the command area of the cluster showing different features like arable land, permanent points, location of existing tanks, ponds, paths, roads etc.
4. Contour map of each cluster with one-meter interval contour of geographic survey using latest equipment i.e. Total Station with proper geo-referencing.
5. Depending on site specific conditions, service providers will prepare drawings with L-sections and complete drawings of water capture, water conveyance storage infrastructures.
6. Will prepare layout plan of micro-irrigation network showing mains, sub-mains, layouts and all accessories and control structures for equitable distribution of water in the command area of the cluster.
7. Will prepare BOQ of construction material as per specifications.
8. Will submit detailed DPR (three copies) for irrigation development infrastructure for further commissioning in a participatory mode by the Water User's Association.

F. Core competence of consulting firms and team requirement

1. As per scope of work the consulting firms should have 5 years' experience of formulation of detailed project reports of irrigation infrastructure preferably in hilly area of the country.
2. Firms should have the experience in handling at least three similar type of projects.
3. Consulting firms will be responsible to provide professional teams of consultants / experts having relevant qualification, skill sets and experience. Teams should comprise the following experts:

A. Key experts:

Sr. No.	Position	Educational qualification and experience
1.	Team Leader (One)	Minimum 15 years' experience. Possess B. Tech/ M. Tech in irrigation engineering/Civil engineering from recognised university or a reputed institution.
2.	Design Engineers (Three)	Minimum 10 years' relevant experience of planning and designing of irrigation infrastructure (micro-irrigation). Should possess degree in civil / agricultural/mechanical / electrical engineering from recognised University or a reputed institution.
3.	Agricultural Engineer (One)	Minimum 10 years' relevant experience of computation of water requirement of crops to be grown i.e. annual and perennial as per changed cropping pattern under HPHDP project and designing of micro-irrigation systems in the command of selected clusters.

B. Non-key experts:

4.	Surveyors- (4)	Minimum 5 years' relevant experience of surveying with total station and GNSS equipment's. Should have done survey of command areas of irrigation systems. Diploma in surveying from recognised institution.
5.	CAD operators (3)	Minimum 5 years' experience of handling CAD software and preparation of drawings as per planning and designing of irrigation infrastructure. Should possess degree in Architect or Diploma in Draughtsmanship from recognised university or a reputed institute.

G. Implementation arrangements:

Consultants are required to work in close association with project implementation unit i.e. Department of Horticulture, District Implementation Units implementation units and block water user associations. Assignments requires extensive field visits. Head quarter of expert teams will be located in the project districts.

H. Reporting and performance review:

consulting firms will report to the District Implementation Unit head i.e. Deputy Director (Horticulture) by the end of each month and PIU head on quarterly basis.

I. Time Frame:

The contract will be initially for 2 (two) years from the date of signing contract agreement.

J. Broad Cycle of Events:

1. Transact walk of command area of selected cluster along with management committee of WUA's and block implementation units of department of horticulture. Based on preliminary inventory of resources i.e. land, water, existing cropping pattern will prepare feasibility report.
2. Cluster which qualify the criteria of potential for diversification for project interventions water availability and willingness of growers; consultants will undertake geographic survey, planning, designing and estimation of irrigation infrastructure to be developed in a participatory mode.
3. Will prepare Detailed Project Reports with drawings, designs, project reports and submit for approval to the DIU head after obtaining approval from WUA and BIU.
4. Will submit 3 final copies of DPR to the DIU of Department of Horticulture.
5. Detailed project report should comprise of the following:
 - Index map of cluster showing different features.
 - Contour map with one-meter interval.
 - Drawings showing all sections, infrastructure which is required for development of irrigation system.
 - Layout plan of micro-irrigation systems in the command of cluster.
 - All designs parameters for the safety of structures.
 - Estimates of different infrastructure with bill of quantities and specifications of construction material.
 - One copy of draft Detailed Project Report.
 - 3 copies of final Detailed Project Report.

K. Timeline of deliverables:

Sr. No.	Item	Timeline
1.	formulation, submission of feasibility reports of 20 priority clusters selected under the project.	within 2 months
2.	formulation and submission of 20 detailed projects reports of 20 clusters after approval of feasibility reports of clusters at Sr. No.-1.	within 5 months
3.	formulation and submission of feasibility reports of 2 nd batch of 25 selected clusters	within 7 months
4.	formulation and submission of detailed project reports of 2 nd batch of 25 selected clusters.	within 10 month
5.	formulation and submission of 3 rd batch of 40 clusters selected under the project.	within 13 months
6.	formulation and submission of detailed project reports of 3 rd batch of 40 clusters.	within 17 months
7.	formulation and submission of 4 th batch of 40 clusters.	within 19 th months
8.	formulation and submission of detailed project reports of 4 th batch of clusters	within 23 months

Annexure-1

Environment & Social Management Framework, HPHDP:

WATER HARVESTING	EG WH 4.1	Rain water harvesting and storage of surface water (of streams, nalla, etc.) through water storage ponds/pits should be encouraged.
	EG WH 4.2	Construction of Roof Rain Water Harvesting Tank will help to collect rain water for domestic uses and kitchen gardening.
	EG WH 4.3	Tanks/Ponds meant for storage of harvested water should be polylined and also covered suitably to avoid loss of water due to percolation and evaporation respectively.
	EG WH 4.4	Regular disinfection by chlorination and use of filters in storage structures will reduce chances of water borne diseases.
	EG WH 4.5	Proper designing, size and site selection for channel should be ensured.
	EG WH 4.6	Construction of smaller underground tanks to reduce chances of leakage.
	EG WH 4.7	Use of Ferro-cement for repairs of tanks.
	EG WH 4.8	Deep wells may not be dug to reduce drawing of underground water.
	EG WH 4.9	Do not allow runoff from cattle sheds, sullage, etc. to enter the pond or allow solid wastes into the farm pond.
	EG WH 4.10	Fish rearing to consume the mosquito eggs.
	EG WH 4.11	Rules and regulations over sharing and rational use of water to be framed by the stakeholder communities with support from NGO
	EG WH 4.12	Selection of site for community water storage tanks should be as per the convenience and cooperation of stakeholders to reduce conflicts among users.
	EG WH 4.13	Installation / lying of pipelines deep in the ground will reduce freezing of water and.
	EG WH 4.14	Compaction of the excavated soil in the dug pipelines
	EG WH 4.15	The SP and PCU in consultation with relevant line departments should develop standard designs for various water harvest, storage and recharge structures.
	EG WH 4.16	All constructions of water related structures should be based on actual site survey and conform to these designs only.
	EG WH 4.17	Top soil removed during the process of digging ponds, trenches etc. should be used to build bunds and excess soil should be spread over the rest of the farm
	EG WH 4.18	As far as possible, WHS should be sited where there are no trees. If tree cutting is unavoidable, then compensatory planting in the ratio of 1:10 should be carried out and the beneficiary group made responsible for maintaining it with at least 90% survival till 3 years.
	EG WH 4.19	Before the water is let into the pond, it should be passed through a silt filter to prevent frequent silting up of the farm pond. A simple silt filter would be a ditch that is filled with gravel and rocks through which water would flow before entering the farm pond.

	EG WH 4.20	Every farm pond should also have an outlet channel to allow excess water to flow out. This would ensure that the bunds of the farm pond are not under strain when the farm pond is overflowing
WATER USE	EG WU 5.1	Matching water availability with crop water demand
	EG WU 5.2	Compulsory use of organic mulch throughout the cropping season to minimize evaporation losses and thereby reduce water demand of crops
	EG WU 5.3	Compulsory use of micro irrigation to irrigate crops in all water regimes so as to reduce absolute quantity of water applied and also increases water use efficiency. Simple low pressure, gravity fed drip systems could be used to reduce costs to the beneficiary.

Brief description of Environmental Guideline

1. Water Harvesting

- Environmental and screening report is mandatory with the DPR of water harvesting structure.
- Coordinate with block level of social & environmental team to organize awareness programmer at cluster level, formation, registration and sensitization of water user association on all aspects right from planning, construction, monitoring and water use.
- No activity will be carried out in Critical or Endangered Natural Habitats
- Construction of roads, buildings, check dams, embankments, etc., will not be supported without prior approval of the design by a qualified Engineer.
- Embankment / check dam exceeding 10 meters in height will not be supported.
- Activities involving direct/untreated discharge into any water body any industrial waste, sewerage or other polluting substance will not be supported.
- WHS should be constructed after catchment treatment (soil & water conservation measure) of the area.
- Tanks/Ponds meant for storage of harvested water should be poly-lined and also covered suitably to avoid loss of water due to percolation and evaporation respectively.
- Proper designing, size and site selection for channel should be ensured.
- Construction of smaller underground tanks to reduce chances of leakage.
- Use of Ferro-cement for repairs of tanks.
- Deep wells may not be dug to reduce drawing of underground water.
- Do not allow runoff from cattle-sheds, sullage, etc. to enter the pond or allow solid wastes into the farm pond.
- Rules and regulations over sharing and rational use of water to be framed by the WUA
- Selection of site for community water storage tanks should be as per the convenience and cooperation of stakeholders/WUA to reduce conflicts among users.
- All constructions of water related structures should be based on actual site survey and approved designs.
- Top soil removed during the process of digging ponds, trenches etc. should be used to build bunds and excess soil should be spread over the rest of the farm
- As far as possible, WHS should be sited where there are no trees. If tree cutting is unavoidable, then compensatory planting in the ratio of 1:10 should be carried out and the beneficiary group made responsible for maintaining it with at least 90% survival till 3 years.

- Before the water is let into the pond, it should be passed through a silt filter to prevent frequent silting up of the farm pond. A simple silt filter would be a ditch that is filled with gravel and rocks through which water would flow before entering the farm pond.
- Every farm pond should also have an outlet channel to allow excess water to flow out.

2. Environmental Guideline w.r.t. Water Use

- Matching water availability with crop water demand
- Compulsory use of organic mulch throughout the cropping season to minimize evaporation losses and thereby reduce water demand of crops
- Compulsory use of micro irrigation to irrigate crops in all water regimes so as to reduce absolute quantity of water applied and also increases water use efficiency. Simple low pressure, gravity fed drip systems could be used to reduce costs to the beneficiary.

PART II
Section 8. Conditions of Contract and Contract Forms

CONTRACT FOR CONSULTING SERVICES

CONTRACT No. _____

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the Client has received financing from the World Bank which is being used for this contract and the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services	<p>(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").</p> <p>(ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.</p> <p>(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."</p>																		
2. Term	<p>The Consultant shall perform the Services during the period commencing <i>[insert starting date]</i> and continuing through <i>[insert completion date]</i>, or any other period as may be subsequently agreed by the parties in writing.</p>																		
3. Payment	<p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed <i>[insert amount]</i>. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.</p> <p>B. <u>Schedule of Payments</u></p> <p>The schedule of payments is specified below:</p> <p>Payment Schedule: Advance for mobilization of consultants 5% (against bank guarantee of amount equal to the advance)</p> <table border="1" data-bbox="800 1703 1675 2160"> <thead> <tr> <th>Sr. No.</th> <th>Item</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>1st payment after acceptance of feasibility reports of 1st batch of 20 priority clusters.</td> <td>6%</td> </tr> <tr> <td>2.</td> <td>2nd payment after approval of detailed project reports of 1st batch of 20 priority clusters.</td> <td>9%</td> </tr> <tr> <td>3.</td> <td>3rd payment after acceptance and approval of feasibility report of 2nd batch of 25 selected clusters.</td> <td>8%</td> </tr> <tr> <td>4.</td> <td>4th payment after approval of detailed project reports of 2nd batch of 25 selected clusters.</td> <td>12%</td> </tr> <tr> <td>5.</td> <td>5th payment after approval of feasibility reports of 3rd batch of 40 selected clusters</td> <td>12%</td> </tr> </tbody> </table>	Sr. No.	Item	Timeline	1.	1 st payment after acceptance of feasibility reports of 1 st batch of 20 priority clusters.	6%	2.	2 nd payment after approval of detailed project reports of 1 st batch of 20 priority clusters.	9%	3.	3 rd payment after acceptance and approval of feasibility report of 2 nd batch of 25 selected clusters.	8%	4.	4 th payment after approval of detailed project reports of 2 nd batch of 25 selected clusters.	12%	5.	5 th payment after approval of feasibility reports of 3 rd batch of 40 selected clusters	12%
Sr. No.	Item	Timeline																	
1.	1 st payment after acceptance of feasibility reports of 1 st batch of 20 priority clusters.	6%																	
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4.	4 th payment after approval of detailed project reports of 2 nd batch of 25 selected clusters.	12%																	
5.	5 th payment after approval of feasibility reports of 3 rd batch of 40 selected clusters	12%																	

	6.	6 th payment after approval of Detailed Project Reports of 3 rd batch of 40 selected clusters.	21%
	7.	7 th payment after approval of feasibility reports of remaining 4 th batch of 40 clusters.	12%
	8.	8 th payment after acceptance of Detailed Project Reports of 4 th batch of remaining 40 clusters.	20%
	C.	<p><u>Payment Conditions</u></p> <p>Payment shall be made in India Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.</p> <p>Payments shall be made to Consultant's bank account</p>	
4. Project Administration	A.	<p><u>Coordinator.</u></p> <p>The Client designates Dr. Govind Singh Jhobta ,Team Leader as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.</p>	
	B.	<p><u>Reports.</u></p> <p>The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.</p>	
5. Performance Standards		The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.	
6. Inspections and Auditing		The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.	
7. Confidentiality		The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.	
8. Ownership of Material		Any studies report or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.	
9. Consultant Not to be Engaged in Certain Activities		The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a	

	conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
10. Insurance	The Consultant will be responsible for taking out any appropriate insurance coverage.
11. Assignment	The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
12. Law Governing Contract and Language	The Contract shall be governed by the laws of Govt. of India, and the language of the Contract shall be <i>English</i> .
13. Dispute Resolution	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
14. Termination	<p>The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:</p> <p>(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;</p> <p>(b) If the Consultant becomes insolvent or bankrupt;</p> <p>(c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.</p> <p>(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p>

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

LIST OF ANNEXES

- Annex A: Terms of Reference and Scope of Services
- Annex B: Consultant's Personnel and corresponding unit rates
- Annex C: Consultant's Reporting Obligations