Himachal Pradesh Public Financial Management
Capacity Building Program

Request for Proposals

(QCBS/Lump-sum Contract)

For Engaging the Services of a Consultant for support in preparation of Green Building Certification (under GRIHA or IGBC) under World Bank funded Himachal Pradesh Public Financial Management Capacity Building Program

Loan No. : 8753-IN

RFP No: DTA/GC/2018-19/1

Directorate of Treasuries Accounts and Lotteries (DTA)
Govt. of Himachal Pradesh
Shimla, India

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Section 1. Letter of Invitation

RFP Reference No.: DTA/GC/2018-19/1

Loan No.: 8753-IN

Place: Shimla**,** India

Date: December 2018

Dear Sir/ Madam.

1. The Government of India (hereinafter called "Borrower") has received financing from the International Bank for Reconstruction and Development (IBRD) (hereinafter called "loan") toward the *cost* of "**Himachal Pradesh Public Financial Management Capacity Building Program (HPPFMCBP)**". The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposal is issued.

   The Directorate of Treasuries, Accounts and Lotteries, Govt. of Himachal Pradesh (hereinafter called "DTA") now invites proposals to provide the consulting services for ***"Green Certification of buildings under World Bank funded Himachal Pradesh Public Financial Management Capacity Building Program".*** More details on the services are provided in the Terms of Reference.

2. A consultant will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP, in accordance with the policies of the International Bank for Reconstruction and Development (IBRD) detailed in the Guidelines - Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: www.worldbank.org/procure.

3. The RFP includes the following documents:

   Section 1 – Letter of Invitation

   Section 2 - Instructions to Consultants and Data Sheet

   Section 3 - Technical Proposal - Standard Forms

   Section 4 - Financial Proposal - Standard Forms

   Section 5 - Terms of Reference

   Section 6 - Standard Forms of Contract (Lump-Sum)

4. Please inform us in writing at within a week of receipt of this invitation:

   Whether you will submit a proposal alone or in association (either as a Joint Venture confirming joint and several liability or as Sub-Consultants).

Yours sincerely,

(Deepak Bhardwaj)
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Section 2. Instructions to Consultants

This Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)

Definitions

(a) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.

(b) "Client" means the agency with which the selected Consultant signs the Contract for the Services.

(c) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.

(d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.

(e) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.

(f) "Day" means calendar day.

(g) "Government" means the government of the Client's country.

(h) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.

(i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.

(j) "Proposal" means the Technical Proposal and the Financial Proposal.

(k) "RFP" means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the SRFP.

(l) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.

(m) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(n) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.

(o) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.

1.2 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 contract negotiations and ultimately for a signed Contract with the selected Consultant.

1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.

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 Consultants.

Conflict of Interest

1.6 Bank policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

(ii) A Consultant (including its Personnel 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 to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to

prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) 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.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to

the Client by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.7 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as consultants and their sub-consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts.[1] 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[2]" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice[3]" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) "collusive practices[4]" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

[1] In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

[2] "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.

[3] A "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.

[4] "Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

(iv) "coercive practices[5]"is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice"

(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

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause (e) below.

(b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the Loan were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;

(d) will sanction a consultant, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive,

[5] "Party" refers to a participant in the selection process or contract execution.

or obstructive practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that, in contracts financed by a Bank loan, a provision be included requiring consultants to permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Eligibility

1.10 A firm declared ineligible by the Bank in accordance with the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be ineligible to be awarded a Bank-financed contract during such period of time as the Bank shall determine.

Eligibility of Sub-Consultants

1.11 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.

Origin of Goods and Consulting Services

1.12 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

(i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or

(ii) 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 imports of goods from that country or any payments to persons or entities in that country.

Only one Proposal 1.13 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

Proposal Validity 1.14 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2. Clarification and Amendment of RFP Documents 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. 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 the source of inquiry) 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 under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is

substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

Technical Proposal Format and Content

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate

the claimed experience if so requested by the Client.

(ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.

(b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

(ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).

(c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

(e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the

assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

(g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant may be subject to local taxes (such as: GST value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated.

This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection".

Evaluation of Technical Proposals

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

Financial Proposals for QBS

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

Public Opening and Evaluation

5.4 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall inform

of Financial Proposals (only for QCBS, FBS, and LCS)

the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark 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. Copy of the record shall be sent to all Consultants and the Bank.

5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the

selling rates of exchange, source and date indicated in the Data Sheet.

5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be 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) indicated in the Data Sheet: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations	6.3	If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
Availability of Professional staff/experts	6.4	Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
Conclusion of the negotiations	6.5	Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
7. Award of Contract	7.1	After completing negotiations the Client shall award the Contract to the selected Consultant, publish in UNDB on line and in the Development Gateway the award of the Contract, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the

unopened Financial Proposals to the unsuccessful Consultants.

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

8. Confidentiality

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's antifraud and corruption policy.

Instructions to Consultants

DATA SHEET

Paragraph Reference	
1.1	**Name of the Client :** Directorate of Treasuries, Accounts and Lotteries, Government of Himachal Pradesh, Shimla, India **Method of selection** : Quality and Cost Based Selection [QCBS]
1.2	**Financial Proposal to be submitted together with Technical Proposal**: Yes **Name of the assignment is:** Engaging the Services of a Consultant for Green Certification of selected Treasury Buildings under World Bank funded Himachal Pradesh Public Financial Management Capacity Building Program
1.3	**A pre-proposal conference will be held**: Yes **Date of pre-proposal conference** 8.2.2019 Time: 11:00 A.M Address: Conference Room, Directorate of Treasuries, Accounts and Lotteries, B-23, SDA Complex, Kusumpti, Shimla-171009, H.P Telephone: +91-177-2621820 Facsimile: +91-177-2621820 E-mail: addtre-hp@nic.in **The Client's representative is**: Deepak Bhardwaj Additional Director-cum Nodal Officer- HPPFMCBP, Directorate of Treasuries, Accounts and Lotteries, Govt. of Himachal Pradesh B-23, SDA Complex, Kusumpti, Shimla-171009, H.P Telephone: +91-177-2621820 Facsimile: +91-177-2621820 E-mail: addtre-hp@nic.in
1.4	**The Client will provide the following inputs and facilities**:

<table>
<tr><td></td><td>1. Access to all relevant documents and facilities for undertaking the certification as per TOR.
2. Facilitate in arranging meeting/workshops and field visits as required. However expenditure on this account shall be borne by the consultant.</td></tr>
<tr><td>1.14</td><td>Proposals must remain valid for 90 days after the submission date.</td></tr>
<tr><td>2.1</td><td>Clarifications may be requested not later than 15 days before the submission date.
The address for requesting clarifications is:
Deepak Bhardwaj
Additional Director-cum Nodal Officer- HPPFMCBP, Directorate of Treasuries, Accounts and Lotteries, Govt. of Himachal Pradesh
B-23, SDA Complex, Kusumpti, Shimla-171009, H.P
Telephone: +91-177-2621820 Facsimile: +91-177-2621820
E-mail: addtre-hp@nic.in</td></tr>
<tr><td>3.1</td><td>Proposals shall be submitted in the following language:
English</td></tr>
<tr><td>3.3 (a)</td><td>Shortlisted Consultants may associate with other shortlisted Consultants:
No</td></tr>
<tr><td>3.3 (b)</td><td>The estimated number of professional staff-man days/month required for the full assignment is :-
<table>
<tr><td>S.No.</td><td>Name of officers / officials</td><td>Qualification</td><td>Man days</td></tr>
<tr><td>1.</td><td>Team Leader</td><td>GRIHA/IGBC certified / accredited professional with 10 year experience</td><td>20</td></tr>
<tr><td>2.</td><td>AP/CP</td><td>GRIHA/IGBC certified / accredited professional with 7 years experience</td><td>70</td></tr>
<tr><td>3.</td><td>Trainers</td><td>GRIHA/IGBC certified / accredited professional with 5 years experience</td><td>40</td></tr>
</table></td></tr>
</table>

3.4	**The format of the Technical Proposal to be submitted is**: FTP
3.4 (g)	**Training is a specific component of this assignment**: No
3.6	**List the applicable Reimbursable expenses in foreign and in local currency**. Not Applicable
3.7	Consultants are responsible for payment of all taxes as applicable in India. Consultants are requested to consult Tax Consultants for details. **The Client will however reimburse the following indirect taxes / duties**: a. Consultancy service tax (GST) payable on the contract value The above only are to be shown separately in their financial proposal.
3.8	**Consultant to state cost in the national currency**: Yes [Indian Rupees]
4.3	Consultant must submit the original and two certified true copies of the Technical Proposal, and the original of the Financial Proposal.
4.5	**The Proposal submission address is**: *Directorate of Treasuries, Accounts and Lotteries, B-23, SDA Complex, Kusumpti, Shimla-171009, H.P* Proposals must be submitted no later than the following date and time: Date: 23.2.2019 Time 3 P.M
5.2 (a)	Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals (FTP) are: Points (i) Specific experience of the Consultant relevant to the assignment: [*40*] (ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): *[15]*

	(iii) Key professional staff (these staff should be same as given in paragraph 9 of the TOR given in Section 5) qualifications and competence for the assignment: Total points for criterion (iii): [*45*] The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights: 1) General qualifications [*20%*] 2) Adequacy for the assignment [*70%*] 3) Experience in region and language [*10%*] Total weight: 100% The minimum technical score (St) required to pass is: 60 Points
5.3	Not Applicable
5.6	The single currency for price conversions is: Not Applicable
5.7	The formula for determining the financial scores is the following: Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: T = 0.75; and P = 0.25
5.8	Not Applicable
6.1	Expected date and address for contract negotiations: 23.2.2019 at DTA office Shimla
7.2	Expected date for commencement of consulting services Second week of March 2019 at Shimla

Section 3. Technical Proposal - Standard Forms

[*Comments in brackets* [ ] *provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.*]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience
- A Consultant's Organization
- B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client
- A On the Terms of Reference
- B On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

Form TECH-1: Technical Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant*][1]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm/Consultant: _____
Address: _____

1 [*Delete in case no association is foreseen.*]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.*]

B - Consultant's Experience

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.*]

Assignment name:	Approx. value of the contract (in current US$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US$ or Euro):
Start date (month/year): Completion date (month/year):	Nº of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's /Consultant's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.*]

B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.*]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

(For small or very simple assignments the Client should omit the following text in Italic)

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

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

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form TECH-5: Team Composition and Task Assignments

1. Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

2. Support Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

   _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**: _____**Nationality**: _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

_____

6. **Membership of Professional Associations**: _____

_____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

_____

8. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]:_____

_____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: __

_____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [*Year*]: _____ To [*Year*]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[*List all tasks to be performed under this assignment*]	[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*] Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule[1]

Name of Staff	(k) Staff input (in the form of a bar chart)[2]													(l) Total staff-month input		
	1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field[3]	Tota
	[*Home*]															
	[*Field*]															
										Subtotal						
										Total						

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

Full time input

Part time input

(m) Form TECH-8 Work Schedule

N°	Activity[1]	Months[2]									
		1	2	3	4	5	6	7	8	9	10
1											
2											
3											
4											
5											
n											

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

[*Comments in brackets* [ ] *provide guidance to the shortlisted Consultants for the preparation of their 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 under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Form FIN-1: Financial Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[1]]. The amount of the local indirect taxes, as listed in Clause 1.8 of SCC is estimated and shown in the summary separately.

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 Paragraph Reference 1.12 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.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below[2]:

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

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: _____
Name of Firm: _____
Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”

Form FIN-2: Summary of Costs

Item	Lump-sum Costs in Figure (INR)	Lump-sum Costs in Words
1. Total All Inclusive Costs for Green building certification (including inception report and final Certification report)		
2. Service tax (GST) payable in India		
Total Amount of financial Proposal including taxes		

1. **Indicate the total costs, net of local indirect taxes, and to be paid by the Client**
2. **[Taxes are to be indicated in item 2].**
3. **Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.**

Form FIN-3: Breakdown of Costs

Group of Activities (Phase):[2]	**Description:**[3]				
Cost component	**Costs**				
	Team Leader cum Green Building Certification Specialist	AP/CP	Trainers		TOTAL
Remuneration					
Other Expenses					
Lump-sum Subtotal					
Consultancy Service Tax (GST)					
Lump-sum TOTAL					

1 Form FIN-3 shall be filled for the whole assignment (for verification of results)

Form FIN-4: Breakdown of Remuneration[1]

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name[2]	Position[3]	Staff-month Rate[4]
Key Experts		
		[*Home*] [*Field*]
Support Staff		

1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
.

Form FIN-5: Breakdown of Reimbursable Expenses

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description[1]	Unit	Unit Cost[2]
___	Per diem allowances	Day	
___	National flights[3]	Trip	
___	Miscellaneous travel expenses	Trip	
	Communication costs between [*Insert place*] and [*Insert place*]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
___	Shipment of personal effects	Trip	
___	Use of computers, software		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel [4]		

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
2 Indicate unit cost and currency.
3 Indicate route of each flight, and if the trip is one- or two-ways.
4 Only if the training is a major component of the assignment, defined as such in the TOR.
5. Certification fee / cost of registration shall be borne by the department.

Section 5. Terms of Reference

Consultancy Services for support in preparation of Green Building Certification (under GRIHA or IGBC) under World Bank Aided HP Financial Management Capacity Building Program

Directorate of Treasuries and Accounts (DTA)
Government of Himachal Pradesh

Contents

Introduction

1. The Government of Himachal Pradesh (GoHP) has received funding from the World Bank to support the Himachal Pradesh Public Finance Management Capacity Building Program (HPPFMCBP), and intends to apply part of the proceeds for consultancy services for Green Burdening Certification under the Program.

2. The Program Development Objective (PDO) is to "Improve the efficiency of Public Expenditure Management and Tax Administration in Himachal Pradesh".

Program Description

1. The Project Development Objective (PDO) is to improve the efficiency of public Expenditure Management and Tax Administration in Himachal Pradesh. The program is expected to contribute to enhancing efficiency of key departments, improving budget credibility, strengthening systems and procedures to improve fiscal discipline, improving revenue administration to increase fiscal space and targeted organizational reforms. The program will be implemented over next 5 years (ending in September 2022). The underlying activities will be consultancies, IT hardware, connectivity, software development, training and other capacity building activities, monitoring and evaluation, civil works, staff salaries, operational expenditure and so on.
2. One of the program interventions include small scale infrastructure/civil works under which construction and up-gradation of the treasury and sub treasury buildings is taken up. In accordance with the World Bank Policy and Directive on PforR financing (July 2015), an Environment and Social Systems Assessment (ESSA)[6] was conducted by the World Bank to understand the degree to which the current Program Systems align with core environmental and social principles. Further it had identified required actions for enhancing/strengthening the program systems and mitigating potential environmental and social risks. One of the recommended actions includes – green building certification for the treasury/sub treasury buildings.

A. About the Assignment – Green Building Certification

3. Buildings have direct and indirect impacts on environment during construction and post construction. During the process of construction, renovation, demolition and occupancy; the buildings use raw materials, energy, water and generates wastes and lead to harmful emissions.
4. As an effort towards sustainable design and maintenance 'Green Building Rating System' is introduced which aims to
   a. reduce the environmental impact of construction of new buildings by promoting

[6] The document can be referred at http://documents.worldbank.org/curated/en/238801486616037513/pdf/112710-REVISED-EA-P156687-Box402902B-PUBLIC-Disclosed-4-17-2017.pdf

resource conservation

b. reduce the use of resources during operation and maintenance.

5. A 'green' building is a building that, in its design, construction or operation, reduces or eliminates negative impacts, and can create positive impacts, on out climate and natural environment. Green buildings preserve precious natural resources and improve out quality of life.-**World Green Building Council".**

The following are the criteria for rating a building as '**Green Building**[7]':

- Proper site planning
- Selection of ecologically sustainable materials with low emission potential
- Building envelope design
- Building system design for Heating Ventilation and Air Condition (HVAC)
- Integration of renewable energy sources to generate energy onsite
- Indoor thermal and visual comfort and air quality leading to less energy consumption
- Water harvesting and efficient water management
- Low operation and maintenance costs
- Proper access to community infrastructure systems

B. Objectives of the Assignment

6. The key objectives of the assignment are:

a) Registration and certification of the 10 treasury and sub-treasury buildings Providing the necessary orientation to the Public Works Department (PWD) and the Department of Treasuries, Accounts and Lotteries based on the need so as to ensure that the civil works integrate the necessary components/criteria for attaining the desired level of green building certification.

The detail of buildings are under: -

S.No.	Name of Treasury	Area in Sq. mtrs.
1.	DTO Nahan, District Sirmour HP	673.65
2.	STO Kuthar, District Solan HP	279.95
3.	STO Anni, District Kullu HP	298.00
4.	STO Amb, District HP	300.00 approx.
5.	STO Nalagarh, District Solan HP	165.43
6.	STO Karsog District Mandi HP	300.00 approx
7.	STO Baldwara District Mandi HP	286.00
8.	STO Sunni District Shimla HP	271.95
9.	STO Holi District Chamba HP	259.00
10.	Dy Dire. Mandi District Mandi HP	893.00

[7] Green Buildings are Energy Efficient, Sourced at http://www.indiaenvironmentportal.org.in/files/file/green%20building.pdf accessed on 22nd February 2016.

C. Scope of the Assignment and tasks to be carried out by the Consultant

The Himachal Pradesh intend to get Green Building Certification for selected treasuries buildings in GRIHA or IGBC rating (Min. 4 Star) and to hire consultant to aid in certification by providing trainings, documentations, registration etc and to ensure certification from GRIHA or IGBC.

7. The tasks under the assignment should include, but not limited to:
   a) As the initial task - the agency is expected to review all the building plans, estimates and relevant documents (for those which are under construction and which are in planning stage) and provide feedback on the extent of integration of green building criteria and the measures/criteria that needs to be integrated to achieve the desired level of certification
   b) Conduct orientation/workshops (based on the need) to the PWD staff (Architects, Executive Engineers, Assistant Engineers, Junior Engineers etc.) and the contractors regarding the certification criteria
   c) Certification of all the buildings after completion, GRIHA/IGBC certification to be done.
   d) Preparation & monitoring ESMPs for around 20 buildings (10 listed in 6(A)).
   e) Any other task that may emerge during the period of the assignment and mutually agreed with the client.

D. Team Composition / Key Experts: -

S.No.	Name of officers / officials	Qualification	Man days
1.	Team Leader	GRIHA/IGBC certified / accredited professional with 10 year experience	30
2.	AP/CP	GRIHA/IGBC certified / accredited professional with 7 years experience	30
3.	Trainers	GRIHA/IGBC certified / accredited professional with 5 years experience	20

E. Services and Facilitation to be provided by the Client

8. The services and facilities to be provided by the client are:-

a) The client will provide relevant plans, documents, estimates etc. for review of the consultant

b) The client will (based on the need) organise the workshop/orientation and discussions that may be necessary for guidance to the PWD staff, Treasury and Accounts Department staff, contractors etc. The client will enable the consultant perform their job smoothly during the period of consultancy by ensuring necessary cooperation from the PWD, Department of Treasuries and Accounts staff, contractors etc.

F. Expected Outputs from the Consultant

9. The consultant is expected to deliver the following outputs

a) Providing the guidance (in the form of workshops/meetings, document review etc.) to the client
b) Comprehensive and clear suggestions/feedback/ followed by review of documents
c) Supporting the process of Certification of the buildings after completion.

G. Schedule for the Tasks and Payments

10. The consultant is required to submit an inception report in discussion with the client within **10 working days** after signing of the contract. The report shall cover the assignment tasks and work schedule. The consultant shall carryout the modification if required in the inception report based on the client's observations and comments. approval to the inception report will be given by the client within **7 (seven)** working days of its submission with desired changes incorporated.
11. Consultant should review the building plans, documents, estimates, etc as and when these documents are available with the department. Department will notify the constant who will then submit suggestions & feedback within 2 weeks to achieve desired level of rating.
12. The consultant should conduct the workshops, meetings etc. as needed, based on mutual agreement with the client.
13. The consultant should ensure certification of 10 buildings as and when they are completed.
14. 90% of the total contract value shall be equally divided for each building as "contract value for building".

Task of the consultant	**Timeline**	**Payment**
Submission of the inception report	Within 10 working days from signing of the contract	10% of the total contract value
Review of the building plans, documents, estimates etc. and suggestions/feedback for achieving the desired level of rating	Within 30 days of signing of the contract.	1. 35% of the "contract value for building(s)" under review.
Conducting workshops, meetings, field/site visits etc. based on the need in agreement with the client		
Supporting Certification of all the buildings	• Certification of 100% of the buildings (as and when the buildings are completed)	65% of the "contract value for building(s)" under review.

Section 6. Standard Forms of Contract and Annexure

[*Text in brackets provides guidance to the Borrower for the preparation of the RFP; it should not appear on the final RFP to be delivered to the shortlisted Consultants*]

CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS
(IBRD FINANCED)

CONTRACT

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 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

(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").

(ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.

(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."

2. Term

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. <u>Ceiling</u>

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. 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.

B. Schedule of Payments

The schedule of payments is specified below:

The payment milestone shall been completion of tasks as follow:

Task of the consultant	Timeline	Payment
Submission of the inception report	Within 10 working days from signing of the contract	10% of the total contract value
Review of the building plans, documents, estimates etc. and suggestions/feedback for achieving the desired level of rating	Within 30 days of signing of the contract.	1. 35% of the "contract value for building" under review.
Conducting workshops, meetings, field/site visits etc. based on the need in agreement with the client		
Certification of all the buildings	• Certification of 100% of the buildings (as and when the buildings are completed)	65% of the 'contract value for building(s)' under review.

[Total sum of all installments shall not exceed the Contract price set up in 3 A above for certification & allied activities by the consultant.]

C. Payment Conditions

Payment shall be made in Indian Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator.

The Client designates Mr./Ms. *[insert name]* 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.

B. Reports.

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.

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. 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.

7. Ownership of Material

Any studies reports 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.

8. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance	The Consultant will be responsible for taking out any appropriate insurance coverage.
10. Assignment	The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. Law Governing Contract and Language	The Contract shall be governed by the laws of India, and the language of the Contract shall be English
12. 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.

FOR THE CLIENT	FOR THE CONSULTANT
Signed by _____	Signed by _____
Title: _____	Title: _____

LIST OF ANNEXES